

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Sep 04, 2025

12:15 pm

U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

Sprinkler Magician LLC

Respondent.

Docket No. **FIFRA-04-2025-3017(b)**

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA or the Act), as amended, 7 U.S.C. § 136l(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, as codified at Title 40 of the Code of Federal Regulations (C.F.R.) Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions of FIFRA and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
5. Respondent is Sprinkler Magician LLC, a limited liability company doing business in the State of Florida with its principal place of business located at 404 South Martin Luther King, Jr. Avenue,

III. GOVERNING LAW

6. The term “active ingredient” is defined in Section 2(a) of FIFRA, 7 U.S.C. § 136(a), to mean, in the case of a pesticide other than a plant regulator, defoliant, desiccant, or nitrogen stabilizer, an ingredient which will prevent, destroy, repel, or mitigate any pest.
7. The term “label” is defined in Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), to mean the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.
8. The term “labeling” is defined in Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), to mean all labels and all other written, printed, or graphic matter: (a) accompanying the pesticide or device at any time; or (b) to which reference is made on the label or in literature accompanying the pesticide or device.
9. The term “person” is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
10. The term “pest” is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t), to mean any insect, rodent, nematode, fungus, weed; or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other microorganism (except viruses, bacteria, or other microorganisms on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1).
11. The term “pesticide” is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u), to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.
12. The term “to distribute or sell” is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to mean to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.
13. Pursuant to 40 C.F.R. § 152.3, “distribute or sell,” and other grammatical variations of the term such as “distributed or sold” and “distribution or sale,” is further defined to mean the acts of distributing, selling, offering for sale, holding for sale, shipping, holding for shipment, delivering for shipment, or receiving and (having so received) delivering or offering to deliver, or releasing for shipment to any person in any State.
14. Pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a, pesticides that are sold or distributed in the United States are required to be registered with the EPA.
15. Pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), it is unlawful for any person to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.
16. Pursuant to Section 25(b) of FIFRA, 7 U.S.C. § 136w(b), the Administrator may exempt from the

requirements of the Act by regulation any pesticide which the Administrator determines either: (1) to be adequately regulated by another Federal agency; or (2) to be of a character which is unnecessary to be subject to the Act in order to carry out the purposes of the Act.

17. Pursuant to 40 C.F.R. § 152.15, no person may distribute or sell any pesticide product that is not registered under the Act, except as provided in 40 C.F.R. §§ 152.20, 152.25, and 152.30. A pesticide is any substance (or mixture of substances) intended for a pesticidal purpose, i.e., use for the purpose of preventing, destroying, repelling, or mitigating any pest or use as a plant regulator, defoliant, or desiccant. A substance is considered to be intended for pesticidal purpose, and thus to be a pesticide requiring registration, if:
 - (a) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise):
 - 1) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or
 - 2) That the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide; or
 - (b) The substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than
 - 1) Use for pesticidal purpose (by itself or in combination with any other substance),
 - 2) Use for manufacture of a pesticide; or
 - (c) The person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.
18. Pursuant to 40 C.F.R. § 152.25, the pesticides or classes of pesticides listed in this section have been determined to be of a character not requiring regulation under FIFRA and are therefore exempt from all provisions of FIFRA when intended for use, and used, only in the manner specified.
19. Pursuant to 40 C.F.R. § 152.25(f), products are exempt from FIFRA as “minimum risk pesticides,” if all of the criteria set forth in Section 152.25(f) are met.
20. Pursuant to 40 C.F.R. § 152.25(f)(1), products containing the active ingredients, alone or in combination with other substances listed in Table 1 of Section 152.25(f) are exempt from FIFRA as minimum risk pesticides, if all of the criteria set forth in section 152.25(f) are met.
21. Pursuant to 40 C.F.R. § 152.25(f)(2), for a pesticide product to be exempted under this section, the pesticide product may only include the inert ingredients listed in paragraphs (f)(2)(i) through (iv) of Section 40 C.F.R. § 152.25.
22. Pursuant to 40 C.F.R. § 152.25(f)(3)(ii), for a product to be exempted under this Section 152.25(f), the pesticide product must not bear claims either to control or mitigate microorganisms that pose

a threat to human health.

23. Section 14(a) of FIFRA, 7 U.S.C. § 136/(a), in conjunction with 40 C.F.R. Part 19, Adjustments of Civil Monetary Penalties for Inflation, authorizes the assessment of a civil penalty for violations of the Act.

IV. FINDINGS OF FACT

24. Respondent is a “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.
25. In July and August 2023, the Clemson Department of Pesticide Registration collected copies of the label and labeling (i.e., advertising and marketing materials), for the product Mosquito Magician from Sprinkler Magician.
26. On August 8, 2023, the EPA received from Clemson Department of Pesticide Registration the copies of the label and labeling (i.e., advertising and marketing materials) for the Mosquito Magician product. The EPA observed that the Mosquito Magician label included a reference to the website (<https://mosquitomagician.com/>).
27. The EPA’s Label Review Manual (https://www.epa.gov/system/files/documents/2024-12/label_review_manual_12122024.pdf) and Pesticide Registration Notice 2014-1 Web-Distributed Labeling for Pesticide Products (<https://www.epa.gov/sites/production/files/2016-03/documents/pr2014-1.pdf>) state that a website referenced on the label of a pesticide product is also part of the labeling of the pesticide product under FIFRA. As such, the website is considered to be labeling.
28. On August 16, 2023, the EPA conducted a review of Sprinkler Magician’s website (<https://mosquitomagician.com/>), which revealed that the company was offering for sale Mosquito Magician online in nineteen (19) different sizes and configurations (e.g., with or without hoses, pump sprayers, and in twin packs) via an “add-to-cart” button that included pricing information for the various products.
29. Upon review of the product labels and labeling provided to the EPA, and the information collected from the website, the EPA observed that the labels on all Mosquito Magician products stated, “kills and repels,” “natural pesticide,” and “Mosquito Magician is a 25(b) product that qualifies for exemption from registration with the Federal Environmental Protection Agency under FIFRA regulations.”
30. The EPA observed that the labels on all the Mosquito Magician products also listed “Sodium Monooleate” as an inert ingredient. “Sodium Monooleate” is not listed as an inert ingredient in 40 C.F.R. § 152.25(f)(2)(i) through (iv).
31. The EPA also observed that the website included public health claims regarding Mosquito Magician. The claims included, but were not limited to, the following:
- (a) “Our non-toxic mosquito repellent helps keep the mosquitoes that can transmit Zika and West Nile virus away from your property and your family without endangering your

children, pets, or other wildlife.”

(b) An article written by the company posted on the website titled “MOSQUITO-BORNE DISEASES: THE BASICS BY MOSQUITO MAGICIAN” explains that diseases such as Zika, Dengue Fever, Chikungunya, Malaria, Yellow Fever, and West Nile Virus, can be transmitted by mosquitos. The article concludes by stating: “Preventing Mosquito-Borne Diseases: The key to avoiding these and other mosquito-borne diseases is to prevent transmission. Kill, repel and protect yourself against mosquitoes by: Treating your property with a natural mosquito repellent like *Mosquito Magician* regularly.”

32. According to 40 C.F.R. § 152.25(f)(3)(ii), minimum risk pesticides must not bear claims either to control or mitigate microorganisms that pose a threat to human health.
33. Mosquito Magician does not meet the requirements for exemption under Section 25(b) of FIFRA, 7 U.S.C. § 136w(b), because the Administrator has not determined that Mosquito Magician is adequately regulated by another Federal agency, or that Mosquito Magician is of a character which is unnecessary to be subject to FIFRA, in order to carry out the purposes of the Act.
34. Specifically, Mosquito Magician does not qualify as a minimum risk pesticide exempt from FIFRA because:
 - (a) It contains as an inert ingredient “Sodium Monooleate,” a chemical that is not listed in the inert ingredients list found in 40 C.F.R. § 152.25(f)(2)(i) through (iv), and
 - (b) Respondent’s website for the pesticide product, which is considered to be labeling, made public health claims that Mosquito Magician either controls or mitigates mosquito-borne diseases that pose a threat to human health.
35. Based on the presence of the claims on the product labels and on the website, listed in the paragraphs above, the EPA determined that the product was a pesticide as defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u), which includes any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Therefore, the product was required to be registered with the EPA pursuant to FIFRA Section 3 in order to be distributed or sold in the United States.
36. At the time of the August 16, 2023, website review, the Mosquito Magician product was not registered as a pesticide with the EPA as required by Section 3 of FIFRA.
37. On February 27, 2024, Sprinkler Magician submitted to the EPA sales invoices showing the sale of Mosquito Magician, on one or more occasions, between January 4, 2023, and July 11, 2023.

V. ALLEGED VIOLATIONS

38. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling and distributing the unregistered pesticide, Mosquito Magician, on one or more occasions between January 4, 2023, and July 11, 2023.

VI. STIPULATIONS

39. The issuance of this CAFO simultaneously commences and concludes this proceeding.
See 40 C.F.R. § 22.13(b).
40. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- (a) admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
 - (b) neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
 - (c) consents to the assessment of a civil penalty as stated below;
 - (d) consents to the conditions specified in this CAFO;
 - (e) waives any right to contest the alleged violations of law set forth in Section V (Alleged Violations) of this CAFO; and
 - (f) waives its rights to appeal the Final Order accompanying this CAFO.
41. For the purpose of this proceeding, Respondent:
- (a) agrees that this CAFO states a claim upon which relief may be granted against Respondent;
 - (b) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
 - (c) waives any right it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
 - (d) by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of FIFRA and its implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;
 - (e) waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept or issue this CAFO;
 - (f) waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement;

and

(g) agrees to comply with the terms of this CAFO.

42. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

43. Based on Respondent's substantiated ability to pay claim, and in accordance with the Act, the EPA has determined that **FIFTY-FIVE THOUSAND FOUR HUNDRED DOLLARS (\$55,400.00)** is an appropriate civil penalty to settle this action, which Respondent consents to pay as follows:

(a) The civil penalty will be paid in thirty-six (36) installments in order to complete payment of the entire civil penalty including interest. Including the civil penalty and interest, the total amount that will be paid upon completion of all payments will be \$61,369.61. The first payment is due within thirty (30) days of the Effective Date of this CAFO, which is upon filing with the Regional Hearing Clerk. Respondent's subsequent payments shall thereafter be due in thirty (30) day intervals from said Effective Date.

(b) Respondent shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made <i>no later than</i>	Principal Amount	Interest Amount	Total Payment Amount
1	30 days following the effective date of this CAFO.	\$1,538.89	\$0.00	\$1,538.89
2	60 days following the effective date of this CAFO.	\$1,538.89	\$628.38	\$2,167.27
3	90 days following the effective date of this CAFO.	\$1,538.89	\$305.21	\$1,844.10
4	120 days following the effective date of this CAFO.	\$1,538.89	\$296.24	\$1,835.13
5	150 days following the effective date of this CAFO.	\$1,538.89	\$287.26	\$1,826.15
6	180 days following the effective date of this CAFO.	\$1,538.89	\$278.28	\$1,817.17
7	210 days following the effective date of this CAFO.	\$1,538.89	\$269.31	\$1,808.20
8	240 days following the effective date of this CAFO.	\$1,538.89	\$260.33	\$1,799.22
9	270 days following the effective date of this CAFO.	\$1,538.89	\$251.35	\$1,790.24
10	300 days following the effective date of this CAFO.	\$1,538.89	\$242.38	\$1,781.27
11	330 days following the effective date of this CAFO.	\$1,538.89	\$233.40	\$1,772.29
12	360 days following the effective date of this CAFO.	\$1,538.89	\$224.42	\$1,763.31
13	390 days following the effective date of this CAFO.	\$1,538.89	\$215.44	\$1,754.33

14	420 days following the effective date of this CAFO.	\$1,538.89	\$206.47	\$1,745.36
15	450 days following the effective date of this CAFO.	\$1,538.89	\$197.49	\$1,736.38
16	480 days following the effective date of this CAFO.	\$1,538.89	\$188.51	\$1,727.40
17	510 days following the effective date of this CAFO.	\$1,538.89	\$179.54	\$1,718.43
18	540 days following the effective date of this CAFO.	\$1,538.89	\$170.56	\$1,709.45
19	570 days following the effective date of this CAFO.	\$1,538.89	\$161.58	\$1,700.47
20	600 days following the effective date of this CAFO.	\$1,538.89	\$152.61	\$1,691.50
21	630 days following the effective date of this CAFO.	\$1,538.89	\$143.63	\$1,682.52
22	660 days following the effective date of this CAFO.	\$1,538.89	\$134.65	\$1,673.54
23	690 days following the effective date of this CAFO.	\$1,538.89	\$125.68	\$1,664.57
24	720 days following the effective date of this CAFO.	\$1,538.89	\$116.70	\$1,655.59
25	750 days following the effective date of this CAFO.	\$1,538.89	\$107.72	\$1,646.61
26	780 days following the effective date of this CAFO.	\$1,538.89	\$98.75	\$1,637.64
27	810 days following the effective date of this CAFO.	\$1,538.89	\$89.77	\$1,628.66
28	840 days following the effective date of this CAFO.	\$1,538.89	\$80.79	\$1,619.68
29	870 days following the effective date of this CAFO.	\$1,538.89	\$71.81	\$1,610.70
30	900 days following the effective date of this CAFO.	\$1,538.89	\$62.84	\$1,601.73
31	930 days following the effective date of this CAFO.	\$1,538.89	\$53.86	\$1,592.75
32	960 days following the effective date of this CAFO.	\$1,538.89	\$44.88	\$1,583.77
33	990 days following the effective date of this CAFO.	\$1,538.89	\$35.91	\$1,574.80
34	1020 days following the effective date of this CAFO.	\$1,538.89	\$26.93	\$1,565.82
35	1050 days following the effective date of this CAFO.	\$1,538.89	\$17.95	\$1,556.84
36	1080 days following the effective date of this CAFO.	\$1,538.85	\$8.98	\$1,547.83
Total:		\$55,400.00	\$5,969.61	\$61,369.61

(c) If Respondent fails to make one of the installment payments in accordance with the schedule set forth above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent

shall pay a non-payment penalty and other charges as described below in Paragraph 49 in the event of any such failure or default.

- (d) Further, if Respondent fails to pay the installment payments in accordance with the schedule set forth above, the EPA may take action as set forth below in Paragraph 50.
- (e) Notwithstanding Respondent's agreement to pay the assessed civil penalty in accordance with the installment schedule set forth above, Respondent may pay the entire civil penalty of \$55,400 within thirty (30) days of the Effective Date of this CAFO and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with interest accrued up to the date of such full payment.

- 44. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA's How to Make a Payment website (<https://www.epa.gov/financial/makepayment>) and Additional Instructions for Making Payments to EPA Website (<https://www.epa.gov/financial/additional-instructions-making-payments-epa>).
- 45. For any payments made on or after September 30, 2025, in accordance with the March 25, 2025, Executive Order on [*Modernizing Payments To and From America's Bank Account*](#), Respondent shall pay using one of the electronic payment options listed on EPA's How to Make a Payment website provided in Paragraph 44, and shall not pay by mail.
- 46. Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. **FIFRA-04-2025-3017(b)**.
- 47. Respondent shall send proof of each payment, within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and

Kanoelehua Ho
U.S. Environmental Protection Agency, Region 4
Ho.Kanoelehua@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

48. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with Respondent's name and Docket No. **FIFRA-04-2025-3017(b)**.
49. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following amounts on any amount overdue:
- (a) Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. Any portion of the civil penalty paid within thirty (30) days of the Effective Date of this CAFO shall have the interest waived. However, for any portion of the civil penalty not paid within thirty (30) days of the Effective Date of this CAFO, interest will accrue from the Effective Date of this CAFO until the unpaid portion of the penalty and accrued interest are paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b), and 40 C.F.R. § 13.11(a).
 - (b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. *See* 40 C.F.R. § 13.11(c).
 - (c) Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. *See* 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.
50. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:
- (a) refer the debt to a credit reporting agency or a collection agency pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136/(a) (*see* 40 C.F.R. §§ 13.13 and 13.14);
 - (b) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (*see* 40 C.F.R. Part 13, Subparts C and H);

- (c) suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds (*see* 40 C.F.R. § 13.17); and/or
- (d) request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed pursuant to Section 14(a)(5) of FIFRA, 7 U.S.C. § 136(a)(5).

51. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send a completed Form 1098-F ("Fines, Penalties, and Other Amounts") to the Internal Revenue Service (IRS) annually with respect to any court order and settlement agreement (including administrative settlements), that requires a payor to pay an aggregate amount that the EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (for example, a copy of Form 1098-F). In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondent herein agrees, that:

- (a) Respondent shall complete a Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- (b) Respondent shall therein certify that its completed Form W-9 includes Respondent's correct Tax Identification Number (TIN) or that Respondent has applied and is waiting for issuance of a TIN;
- (c) Respondent shall email its completed Form W-9 to the EPA's Cincinnati Finance Center Region 4 contact, Jessica Henderson (Henderson.Jessica@epa.gov), on or before the date that Respondent's initial penalty payment is due, pursuant to Paragraph 43 of this CAFO, and the EPA recommends encrypting Form W-9 email correspondence; and
- (d) In the event that Respondent has certified in its completed Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent by the date that its initial penalty payment is due, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - i. notify EPA's Cincinnati Finance Center of this fact, via email, by the date that Respondent's initial penalty payment is due; and
 - ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.
- (e) Failure to comply with providing Form W-9 or TIN may subject Respondent to a penalty. *See* 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1.

52. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

53. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
54. In accordance with 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall satisfy the requirements of this CAFO; but shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
55. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 14(a) of the Act, 7 U.S.C. § 136/(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 7 U.S.C. § 136/(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
56. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of FIFRA and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
57. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.
58. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
59. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
60. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Respondent's facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
61. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
62. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.

63. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
64. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
65. The EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
66. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
67. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

68. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

[Remainder of Page Intentionally Left Blank]

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of **Sprinkler Magician LLC**, Docket Number **FIFRA-04-2025-3017(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Peter Olt

Signature

8/28/25

Date

Printed Name: Peter Olt

Title: CEO

Address: 404 S Martin Luther King Ave, Clearwater, FL, 33756

The foregoing Consent Agreement In the Matter of **Sprinkler Magician LLC**, Docket Number **FIFRA-04-2025-3017(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Sprinkler Magician LLC

Respondent.

Docket No. **FIFRA-04-2025-3017(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the Matter of Sprinkler Magician LLC, Docket No. **FIFRA-04-2025-3017(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Peter Olt
Sprinkler Magician LLC
Peter@sprinklermagician.com

To EPA: Kanoelehua Ho
Case Development Officer
Ho.Kanoelehua@epa.gov
(404) 562-9162

Ximena Vasquez
Attorney
Vasquez.Maria-Ximena@epa.gov
(404) 562-9548

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov