

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Sep 03, 2025

5:57 am

U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

BIOCIDE LABS, LLC

Respondent.

Docket No. **FIFRA-04-2025-3013(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 BIOCIDE LABS, LLC (Respondent), a limited liability company doing business in the State of Georgia. This proceeding pertains to Respondent's facility located at 18 Biogenesis Boulevard, Dawsonville, Georgia 30534, which was formerly addressed 62

Industrial Park Road, Dawsonville, Georgia 30534 (the Facility).

III. GOVERNING LAW

6. 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 micro-organism (except viruses, bacteria, or other micro-organisms 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).
7. Pursuant to 40 C.F.R. § 152.5(d), an organism is declared to be a pest under circumstances that make it deleterious to man or the environment, if it is: any fungus, bacterium, virus, prion, or other microorganism, except for those on or in living man or other living animals and those on or in processed food or processed animal feed, beverages, drugs (as defined in Section 201(g)(1) of the Federal Food, Drug, and Cosmetic Act (FFDCA), 21 U.S.C. § 321(g)(1)) and cosmetics (as defined in Section 201(i) of the FFDCA, 21 U.S.C. § 321(ii)).
8. The term “device” is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a), to mean any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling, or mitigating any pest or any other form of plant or animal life (other than man and other than bacteria, virus, or other microorganism on or in living man or other living animals); but not including equipment used for the application of pesticides when sold separately therefrom.
9. 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. Pursuant to 40 C.F.R. § 152.15, the term “pesticide” is further defined to mean any substance (or mixture of substances) intended for a pesticidal purpose.
10. Pursuant to 40 C.F.R. § 152.15, a substance is considered to be intended for a 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.
11. The term “pesticidal product” is defined in 40 C.F.R. § 167.3 to mean a pesticide, active ingredient, or device.
12. 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.

13. 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.
14. 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.
15. The term “produce” is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean, in part, to manufacture, prepare, compound, propagate, or process any pesticide or active ingredient used in producing a pesticide. The term “produce” is further defined in 40 C.F.R. § 167.3 to mean to manufacture, prepare, propagate, compound, or process any pesticide, including any pesticide produced pursuant to Section 5 of the Act, any active ingredient or device, or to package, repack, label, relabel, or otherwise change the container of any pesticide or device.
16. The term “producer” is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean the person who manufactures, prepares, compounds, propagates, or processes any pesticide or device or active ingredient used in producing a pesticide.
17. The term “registrant” is defined in Section 2(y) of FIFRA, 7 U.S.C. § 136(y), to mean a person who has registered any pesticide pursuant to the provisions of the Act.
18. The term “establishment” is defined in Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), to mean any place where a pesticide or device or active ingredient used in producing a pesticide is produced, or held, for distribution or sale.
19. 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.
20. 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.
21. Pursuant to 40 C.F.R. § 152.130, a registrant may distribute or sell a registered product with the composition, packaging, and labeling currently approved by the EPA.
22. Pursuant to 40 C.F.R. § 152.132, a registrant may distribute or sell a registered product under another person’s name and address instead of (or in addition) their own. Such distribution and sale is termed “supplemental distribution” and the product is referred to as a “distributor product.” The distributor is considered an agent of the registrant for all intents and purposes under FIFRA, and both the registrant and the distributor may be held liable for violations pertaining to the distributor product.

23. 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.
24. Pursuant to Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B), it is unlawful for any person to distribute or sell to any person any registered pesticide with claims that differ substantially from those accepted in connection with its registration.
25. 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.
26. As set forth in 40 C.F.R. § 168.22(a), FIFRA Sections 12(a)(1)(A) and (B) make it unlawful for any person to “offer for sale” any pesticide if it is unregistered and the EPA interprets these provisions as extending to advertisements in any advertising medium to which pesticide users or the general public have access.
27. Pursuant to 40 C.F.R. § 152.500(b)(1), a device is subject to the requirements set forth in Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. Part 156, with respect to labeling.
28. Pursuant to Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), a pesticide is misbranded if its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular.
29. Pursuant to 40 C.F.R. § 156.10(a)(5)(ii), examples of statements or representations in labeling which constitute misbranding include, but are not limited to, false or misleading statements concerning the effectiveness of a product as a pesticide or a device.
30. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell to any person any device that is misbranded.
31. Pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), a pesticide is misbranded if its label does not bear the registration number assigned under Section 7 of FIFRA to the final establishment in which it was produced. Additionally, 40 C.F.R. § 156.10(a)(1)(v) requires that the contents of the label of a pesticide product must clearly and prominently show the producing establishment number as prescribed in 40 C.F.R. § 156.10(f).
32. Pursuant to 40 C.F.R. § 156.10(f), the producing establishment registration number preceded by the phrase “EPA Est.” of the final establishment at which the product was produced may appear in any suitable location on the label or immediate container. It must appear on the wrapper or outside container of the package if the EPA establishment registration number on the immediate container cannot be clearly read through such wrapper or container.
33. Pursuant to Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), it is unlawful for any person who is a registrant, wholesaler, dealer, retailer, or other distributor to fail to file reports required by FIFRA.
34. Pursuant to Section 17(c) FIFRA, 7 U.S.C. § 136o(c), and 19 C.F.R. § 12.112, an importer (or its

agent) desiring to import pesticides or devices into the United States is required to submit to the EPA Administrator a Notice of Arrival of Pesticides and Devices (NOA) [EPA Form 3540-1] prior to the arrival of the shipment(s) into the United States, or, as an alternative to submitting a NOA, the importer or its agent may file an entry via the U.S. Customs and Border Protection's (CBP) Automated Commercial Environment (ACE) Data Processing System.

35. Pursuant to 40 C.F.R. § 152.500(b)(5), a device is subject to the requirements set forth in Sections 12, 13, and 14 of FIFRA, 7 U.S.C. §§ 136j, 136k, and 136l, with respect to violations, enforcement activities, and penalties.
36. Section 14(a) of FIFRA, 7 U.S.C. § 136l(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 FACTS

37. 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.
38. On October 22, 1980, Stepan Company registered the product "Detergent Disinfectant Pump Spray" with the EPA as a pesticide under FIFRA. Through that process, the product was given the registration number 1839-83.
39. On August 31, 2009, a signed statement was submitted to the EPA listing the name and address of Respondent, providing the company number "86117" for Respondent, and listing "BioCide 100" as an additional brand name that would be used in the supplemental distribution of the Detergent Disinfectant Pump Spray.
40. The most recent label for the Detergent Disinfectant Pump Spray, which was approved by the EPA on November 17, 2022, includes the following claims: "Kills 99.9% of Bacteria" (if used with the qualifier "when used according to disinfection directions"); "Kills 99.9% of Viruses" (if used with the qualifier "when used according to disinfection directions"); and "Kills 99.9% of Viruses, Bacteria, and Fungi" (if used with the qualifier "when used according to disinfection directions" and with the special directions for use for virucidal activity).
41. On August 16, 2022, an authorized representative of the EPA conducted an inspection at the Facility.
42. During the inspection, the inspector observed the following five products packaged for distribution at the Facility: (a) the "Mold Bomb Particulate Fogger," (b) BioCide 100 (EPA Reg. No. 1839-83-86117), (c) the "Air Safti Bio-Static Generator" (referred to as the "Air Safti Bio-Static Synthesizer" in the Show Cause Letter issued to Respondent by the EPA on March 19, 2024), (d) the "Air Safti Air Scrubber," and (e) the "BioMatrix Air Scrubber."
43. During the inspection, photographs were taken of the containers, labels, and labeling (including manuals, such as operating, owners, and instruction) for each of the products. In addition, sales and shipping records for the period between July 2021 and August 2022 were collected for each of the products.

44. On April 18, 2023, March 14, 2024, and March 18, 2024, the EPA performed reviews of Respondent's website located at <https://biocidelabs.com> (Respondent's website).
45. As described further below, the EPA's review of the photographs from the inspection, as well as reviews of Respondent's website subsequent to the inspection, showed that pesticidal claims were being made on the labels and/or labeling for the products as follows:
- (a) Mold Bomb Particulate Fogger: During reviews of Respondent's website on or around April 18, 2023, and March 18, 2024, the EPA observed the Mold Bomb Particulate Fogger being offered for sale with an add-to-cart button. Respondent's website for this product included the following claims: "Prevents mold particulates from becoming a toxic issue" and "Do not risk the spread of a toxic mold particulate problem with a less effective product." At the time of the website reviews, the Mold Bomb Particulate Fogger included claims implying that the product acts as, or is intended to be, a pesticide, in accordance with 40 C.F.R. § 152.15. Therefore, the product was required to be registered as a pesticide under Section 3 of FIFRA, 7 U.S.C. § 136a. A review of the EPA's Pesticide Product and Label System did not find that the Mold Bomb Particulate Fogger had been registered as a pesticide with the EPA at the times of the inspection or the website reviews. 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, including offering for sale, to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.
 - (b) BioCide 100 (EPA Reg. No. 1839-83-86117): The EPA observed BioCide 100, a distributor product of Detergent Disinfectant Pump Spray (EPA Reg. No. 1839-83), being offered for sale with an add-to-cart button on Respondent's website on March 14, 2024, with the following claim: "This product kills Mold, Fungus, Bacteria and Viruses" without the qualifying statement "when used according to disinfection directions." The most recent label for the Detergent Disinfectant Pump Spray, which was approved by the EPA on November 17, 2022, included the following claims: "Kills 99.9% of Bacteria" (if used with the qualifier "when used according to disinfection directions"); "Kills 99.9% of Viruses" (if used with the qualifier "when used according to disinfection directions"); and "Kills 99.9% of Viruses, Bacteria, and Fungi" (if used with the qualifier "when used according to disinfection directions" and with the special directions for use for virucidal activity). Pursuant to Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B), it is unlawful for any person to distribute or sell, including offering for sale, to any person any registered pesticide with claims that differ substantially from those accepted in connection with the product's registration.
 - (c) Air Safti Bio-Static Synthesizer: The operating manual which accompanied the product when it was sold and distributed to customers and is considered labeling, included the following claims: "...generate O₃ to sterilize the air by oxidizing it," "for air purification, the unit can be placed in a room and operate where it needs to be sterilized," "it is strongly advised to leave the sterilization area," and "... sanitizing automobile interiors." Pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a), based on these claims, the Air Safti Bio-Static Synthesizer is a

device as it is intended for trapping, destroying, repelling, or mitigating any pest. The claims that the product can sterilize or sanitize without indicating the specific microorganisms against which the product has been shown to be effective, are false or misleading statements concerning the effectiveness of the product as a device pursuant to 40 C.F.R. § 156.10(a)(5)(ii), as the claims imply the product is effective against all pests. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell, including offering for sale, to any person any device that is misbranded.

- (d) Air Safti Air Scrubber: The owner's manual, which accompanied the product when it was sold and distributed to customers and is considered labeling, included the following claims: "sanitizing automobile interiors," "...able to generate O₃ to sterilize the air...", "...air purification, the unit can be placed in a room and operate where it needs to be sterilized," "...it is strongly advised to leave the sterilization area," and "... sanitizing automobile interiors." Pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a), based on these claims, the Air Safti Air Scrubber is a device as it is intended for trapping, destroying, repelling, or mitigating any pest. The claims that the product can sterilize or sanitize without indicating the specific microorganisms against which the product has been shown to be effective, are false or misleading statements concerning the effectiveness of the product as a device pursuant to 40 C.F.R. § 156.10(a)(5)(ii), as the claims imply the product is effective against all pests. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell, including offering for sale, to any person any device that is misbranded.
- (e) BioMatrix Air Scrubber: The instruction manual, which accompanied the product when it was sold and distributed to customers and is considered labeling, included the following claims: "Anion Sterilization and Purification," "The Air purifier can release 10 million high density negative ions per second, which quickly kill all kinds of bacteria and germs..." "...the negative ions also can damage the bacterial protein to make it weak or dead, thus achieving air purification and sterilization." Pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a), based on these claims, the BioMatrix Air Scrubber is a device as it is intended for trapping, destroying, repelling, or mitigating any pest. The claims that the product can sterilize, kill, and purify without indicating the specific microorganisms against which the product has been shown to be effective, are false or misleading statements concerning the effectiveness of the product as a device pursuant to 40 C.F.R. § 156.10(a)(5)(ii), as the claims imply the product is effective against all pests. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell, including offering for sale, to any person any device that is misbranded.

46. The EPA did not observe an EPA establishment number on the labels of the Air Safti Bio-Static

Synthesizer, Air Safti Air Scrubber, and BioMatrix Air Scrubber collected during the inspection. Because the Air Safti Bio-Static Synthesizer, Air Safti Air Scrubber, and BioMatrix Air Scrubber device labels did not include the producing establishment's registration number as required by Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), and 40 C.F.R. § 156.10(a)(1)(v), the devices were misbranded. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell, including offering for sale, to any person any device that is misbranded.

47. During the inspection, Respondent provided documentation to the EPA representative which showed that it had imported two Air Safti Air Scrubbers and one Air Safti Biostatic Synthesizer into the United States between October 2021 and June 2022 without the submittal of a Notice of Arrival of Pesticides and Devices [EPA Form 3540-1], as required by Section 17(c) FIFRA, 7 U.S.C. § 136o(c), and 19 C.F.R. §12.112.

V. ALLEGED VIOLATIONS

48. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or selling the unregistered pesticide, Mold Bomb Particulate Fogger, as observed on April 18, 2023, and March 18, 2024, as outlined in Section IV of this CAFO.
49. The EPA alleges that Respondent violated 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B), by distributing or selling BioCide 100 (EPA Reg. No. 1839-83-86117) with claims that differ substantially from those accepted with the product's registration, as observed on March 14, 2024, as outlined in Section IV of this CAFO.
50. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), by distributing or selling the misbranded pesticide devices: Air Safti BioStatic Generator, BioMatrix Air Scrubber, and Air Safti Air Scrubber on various occasions between July 2021 and August 2022 as outlined in Section IV of this CAFO.
51. The EPA alleges that Respondent violated Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), by importing pesticide devices without the submittal of a NOA or filing its electronic equivalent, as outlined in Section IV of this CAFO.

VI. STIPULATIONS

52. The issuance of this CAFO simultaneously commences and concludes this proceeding. See 40 C.F.R. § 22.13(b).
53. 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.

54. 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.

55. 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

56. Based on Respondent's substantiated ability to pay claim, and in accordance with the Act, the EPA has determined that **ONE-HUNDRED EIGHTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$184,500.00)** 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 **\$198,700.52**. 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 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	Thirty (30) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$0	U.S.	\$5,125.00
2	Sixty (60) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$1,494.78	U.S.	\$6,619.78
3	Ninety (90) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$726.04	U.S.	\$5,851.04
4	One Hundred Twenty (120) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$704.69	U.S.	\$5,829.69
5	One Hundred Fifty (150) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$683.33	U.S.	\$5,808.33
6	One Hundred Eighty (180) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$661.98	U.S.	\$5,786.98
7	Two Hundred Ten (210) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$640.63	U.S.	\$5,765.63
8	Two Hundred Forty (240) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$619.27	U.S.	\$5,744.27
9	Two Hundred Seventy (270) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$597.92	U.S.	\$5,722.92
10	Three Hundred (300) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$576.56	U.S.	\$5,701.56
11	Three Hundred Thirty (330) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$555.21	U.S.	\$5,680.21
12	Three Hundred Sixty (360) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$533.85	U.S.	\$5,658.85

13	Three Hundred Ninety (390) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$512.50	U.S.	\$5,637.50
14	Four Hundred Twenty (420) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$491.15	U.S.	\$5,616.15
15	Four Hundred Fifty (450) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$469.79	U.S.	\$5,594.79
16	Four Hundred Eighty (480) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$448.44	U.S.	\$5,573.44
17	Five Hundred Ten (510) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$427.08	U.S.	\$5,552.08
18	Five Hundred Forty (540) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$405.73	U.S.	\$5,530.73
19	Five Hundred Seventy (570) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$384.38	U.S.	\$5,509.38
20	Six Hundred (600) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$363.02	U.S.	\$5,488.02
21	Six Hundred Thirty (630) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$341.67	U.S.	\$5,466.67
22	Six Hundred Sixty (660) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$320.31	U.S.	\$5,445.31
23	Six Hundred Ninety (690) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$298.96	U.S.	\$5,423.96
24	Seven Hundred Twenty (720) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$277.60	U.S.	\$5,402.60
25	Seven Hundred Fifty (750) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$256.25	U.S.	\$5,381.25
26	Seven Hundred Eighty (780) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$234.90	U.S.	\$5,359.90
27	Eight Hundred Ten (810) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$213.54	U.S.	\$5,338.54

28	Eight Hundred Forty (840) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$192.19	U.S.	\$5,317.19
29	Eight Hundred Seventy (870) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$170.83	U.S.	\$5,295.83
30	Nine Hundred (900) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$149.48	U.S.	\$5,274.48
31	Nine Hundred Thirty (930) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$128.13	U.S.	\$5,253.13
32	Nine Hundred Sixty (960) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$106.77	U.S.	\$5,231.77
33	Nine Hundred Ninety (990) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$85.42	U.S.	\$5,210.42
34	One Thousand Twenty (1020) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$64.06	U.S.	\$5,189.06
35	One Thousand Fifty (1050) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$42.71	U.S.	\$5,167.71
36	One Thousand eighty (1080) days following the Effective Date of this CAFO.	U.S.	\$5,125.00	U.S.	\$21.35	U.S.	\$5,146.35

- (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 60 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 61.
- (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 **ONE-HUNDRED EIGHTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$184,500.00)** 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.

57. 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 following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for any payments made after September 30, 2025, and 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 payments methods listed on <https://www.epa.gov/financial/makepayment> and will not pay with a paper check. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. **FIFRA-04-2025-3013(b)**.

58. Respondent shall send proof of each payment within twenty-four (48) hours of payment of the civil penalty, to:

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov

and

Deborah Ortiz
Chemical Safety and Land Enforcement Branch
Enforcement and Compliance Assurance Division
ortiz.deborah@epa.gov

and

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

59. "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-04-2025-3013(b)**.
60. 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 is paid interest. 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.

61. 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).

62. 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 Region 4’s Cincinnati Finance Center contact, Jessica Henderson (henderson.jessica@epa.gov), on or before the date that Respondent’s initial penalty payment is due, pursuant to Paragraph 56 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:
 - (1) notify EPA’s Cincinnati Finance Center of this fact, via email, by the date that Respondent’s initial penalty payment is due; and
 - (2) 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 Respondent’s 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.

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

VIII. EFFECT OF CAFO

- 64. 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.
- 65. 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.
- 66. 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.

67. 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.
68. 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.
69. 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.
70. 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.
71. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
72. 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.
73. 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.
74. 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.
75. 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.
76. 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.

77. 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.
78. 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

79. 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 **BIOCIDE LABS, LLC**, Docket Number **FIFRA-04-2025-3013(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

8/26/2025

Date

Printed Name: Deborah West

Title: Chief Financial Officer

Address: 18 Biogenesis Boulevard

Dawsonville, Georgia 30534

The foregoing Consent Agreement, In the Matter of **BIOCIDE LABS, LLC**, Docket Number **FIFRA-04-2025-3013(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:

BIOCIDE LABS, LLC

Respondent.

Docket No. **FIFRA-04-2025-3013(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 **BIOCIDE LABS, LLC**, Docket No. **FIFRA 04-2025-3013(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: Deborah West
 BIOCIDE LABS, LLC
 dm@biocidelabs.com
 (770) 670-0208

 David M. Meezan
 Kazmarek Mowrey Cloud Laseter LLP
 dmeezan@kmcllaw.com
 (404) 812-0839

To EPA: Deborah Ortiz
 Physical Scientist
 ortiz.deborah@epa.gov
 (404) 562-8230

 Joshua Lee
 Attorney
 lee.joshua@epa.gov
 (404) 562-9555

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov