



ENVIRONMENTAL APPEALS BOARD
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.

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In re Global Infection Control Consultants,)
LLC) Docket No. FIFRA-HQ-2025-5009
)
)
_____)

FINAL ORDER

Decided March 12, 2026

Before Environmental Appeals Judges Aaron P. Avila and Ammie Roseman-Orr.

Order of the Board by Judge Roseman-Orr:

Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA’s Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.

**ENVIRONMENTAL APPEALS BOARD
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.**

)	
In the Matter of:)	
)	Docket No. FIFRA-HQ-2025-5009
Global Infection Control Consultants, LLC)	
Miami, Florida)	
)	
Respondent.)	
)	

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This is a civil administrative action commenced and concluded under section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136/(a), and sections 22.13(b) and 22.18(2)-(3) of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules of Practice), as codified at 40 C.F.R. part 22.

2. Complainant is the Director of the Waste and Chemical Enforcement Division in the Office of Civil Enforcement of the United States Environmental Protection Agency (EPA or the "Agency"). Complainant is authorized by lawful delegation from the EPA Administrator to negotiate and sign consent agreements memorializing settlements in multi-regional cases pursuant to section 14 of FIFRA. 7 U.S.C. § 136/; EPA Delegation 5-14 (May 11, 1994; Administrative Update Feb. 4, 2016); WCED Delegation 5-14 (Sept. 2015).

3. Respondent is Global Infection Control Consultants, LLC, a Florida corporation with its principal place of business located at 14311 Biscayne Blvd. in Miami.

4. Complainant and Respondent (collectively, the “Parties”), agree to settle this action without the filing of a complaint or the adjudication of any issue of fact or law, agree to comply with the terms of this Consent Agreement, and consent to the issuance of a final order ratifying this Consent Agreement.

5. Part IV of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of FIFRA together with the specific provisions of FIFRA and the implementing regulations that the EPA alleges Respondent violated.

II. JURISDICTION

1. This is an administrative action for the assessment of civil penalties under FIFRA section 14(a), for alleged violations of FIFRA section 12(a)(1)(A), 7 U.S.C. §§ 136l(a), 136j(a)(1)(A).

2. The Consolidated Rules of Practice govern all administrative adjudicatory proceedings for the assessment of any administrative civil penalty under FIFRA section 14(a). 7 U.S.C. § 136l(a); 40 C.F.R. § 22.1(a)(1).

3. This action may be commenced and concluded simultaneously by the issuance of this Consent Agreement and proposed Final Order because the Parties agree to settle this action without the filing of a complaint or the adjudication of any issue of fact or law. 40 C.F.R. § 22.13(b).

4. The Environmental Appeals Board is authorized to ratify this Consent Agreement, which memorializes a settlement between the Parties. 40 C.F.R. §§ 22.4(a) and 22.18(b)-(c); EPA Delegation 5-15-B (May 11, 1994).

5. The Parties executed a Tolling Agreement, which provides that the period from

January 1, 2025 to and including January 1, 2026, will not be included in calculating or in computing the running of any statute of limitations applicable to this action.

III. GOVERNING LAW

6. Sections 3(a) and 12(a)(1)(A) of FIFRA provide that it is unlawful for any person in any state to distribute or sell to any person a pesticide that is not registered under FIFRA subject to certain exemptions not relevant to this matter. 7 U.S.C. §§ 136a(a), 136j(a)(1)(A).

7. “Person” means “any individual, partnership, association, corporation, or any organized group or persons whether incorporated or not.” 7 U.S.C. § 136(s).

8. “To distribute or sell” means 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. 7 U.S.C. § 136(gg); *see also* 40 C.F.R. § 152.3.

9. “Pesticide” is defined in part as “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.” 7 U.S.C. § 136(u).

10. Under 40 C.F.R. § 152.15, “[a] substance is considered to be intended for a pesticidal purpose, [i.e., used for the purpose of preventing, destroying, repelling, or mitigating any pest] and thus a pesticide requiring registration if:

- (A) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise): (i) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or (ii) 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 that has no significant commercially valuable use as distributed or sold other than (1) use for pesticide 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 “active ingredient” refers to an ingredient in a pesticide other than a plant regulator, defoliant, desiccant, or nitrogen stabilizer that will prevent, destroy, repel, or mitigate any pest. 7 U.S.C. § 136(a).

12. “Pest” means any insect, rodent, nematode, fungus, weed, any other form of terrestrial or aquatic plant or animal life or virus, bacteria, prion, or other micro-organisms (except viruses, bacteria, or other micro-organisms on or in living man or living animals and those on or in processed food or processed animal feed, beverages, drugs, and cosmetics). 7 U.S.C. § 136(t).

13. The regulation set forth at 40 C.F.R. § 152.5 provides that “[a]n organism is declared to be a pest under circumstances that make it deleterious to man or the environment,” including if the organism is “[a]ny 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 [] and cosmetics [].”

14. The term “antimicrobial pesticide” includes pesticides intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms or protect

inanimate objects or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime. 7 U.S.C. § 136(mm).

15. The regulations at 40 C.F.R. part 152 “sets forth procedures, requirements and criteria concerning the registration of pesticide products under FIFRA section 3.” 40 C.F.R. § 152.1(a).

16. The regulation at 40 C.F.R. § 152.3 defines “pesticide product” as “a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is intended to be, distributed or sold. The term includes any physical apparatus used to deliver or apply the pesticide if distributed or sold with the pesticide.”

17. The regulations at 40 C.F.R. § 152.25(f) establish specific conditions for products to qualify as “minimum risk pesticides” exempt from FIFRA registration including, inter alia, specific inert and active ingredients and certain types of product claims. To qualify for the exemption, the product must not bear claims to control or mitigate microorganisms that pose a threat to human health, including disease transmitting bacteria or viruses. *See* 40 C.F.R. § 152.25(f)(3)(ii).

18. “Label” means “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.” 7 U.S.C. § 136(p)(1).

19. “Labeling” means “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.” 7 U.S.C. § 136(p)(2).

IV. COMPLAINANT'S FINDINGS OF FACT AND LAW

20. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges the findings of fact and asserts the conclusions of law set forth immediately below.

21. At all times relevant to this matter, Respondent was a corporation and therefore a "person" as defined under Section 2(s) of FIFRA. 7 U.S.C. § 136(s).

22. Between January 26, 2020 and February 14, 2024, Respondent distributed or sold Path-Away Anti-Pathogenic Aerosol Solution ("Path-Away") products, which were labeled and marketed with pesticidal claims; specifically, claims of being effective in controlling bacteria, pathogens and viruses, including SARS-CoV-2—the virus that causes COVID-19 infections.

23. At all times relevant to the allegations herein, Respondent made the following pesticidal and public health claims on the product labels and labelling of the Path-Away products, on marketing materials provided to customers, on Respondent's web site, www.path-away.com, or on both.

- a. "Anti-pathogenic solution"
- b. "highly effective against fungi, bacteria, yeasts, and viruses"
- c. "combats both E-coli and Salmonellae"
- d. "highly effective in eliminating Aspergillus-niger"
- e. "reduces the spread of harmful pathogens"
- f. "combats invasive pathogens"
- g. "anti-bacterial"
- h. "Path-Away Anti-Pathogenic Aerosol Solution meets current criteria for use on the ongoing COVID-19 (SARS-CoV2) situation."

24. At all times relevant to this matter, Respondent marketed Path-Away by sharing lab reports to putatively support its claims that the product was effective against various pathogens and viruses including Methicillin-resistant Staphylococcus aureus (MRSA), SARS-CoV-

2, Escherichia coli, Candida albicans, Staphylococcus aureus, and Clostridium difficile.

Respondent provided the reports on its web site at <https://path-away.com/index.php/performance> and provided them directly to customers as part of one-to-one sales transactions.

25. The EPA issued a Stop Sale, Use or Removal Order (SSURO) to Respondent on April 17, 2024 under the Agency's authority in section 13(a) of FIFRA. 7 U.S.C. §§ 136j(a)(1)(A), 136k(a). The SSURO required Respondent to immediately stop any distribution, sale, use or removal of Path-Away products. In response to the SSURO and request for additional information, Respondent provided the EPA with documentation that included invoices for sales of Path-Away directly to customers.

26. Based on the pesticidal claims described above, each Path-Away product is a "pesticide" as that term is defined by Section 2(u) of FIFRA because it was intended to prevent, destroy, or mitigate pathogens and viruses. See 7 U.S.C. § 136(u).

27. Based on the human health claims described above, Path-Away products are not exempt from FIFRA's registration requirements as a minimum risk pesticide pursuant to the regulation at 40 C.F.R. § 152.25(f)(3)(ii).

28. At no time relevant to the allegations herein was any Path-Away product registered with the EPA.

COUNTS 1-116
Sale or Distribution of Unregistered Pesticides

29. Complainant incorporates the factual allegations in the preceding paragraphs of this Consent Agreement by reference as if fully stated herein.

30. Evidence collected by EPA-credentialled inspectors, together with the sales invoices provided in Respondent’s response to the SSURO, indicate that Respondent distributed or sold six Path-Away products on 116 occasions between January 26, 2020 and February 14, 2024. The products are listed in the following table:

Product	Size
Path-Away Antipathogenic Aerosol Solution	2 oz. spray bottle
Path-Away Antipathogenic Aerosol Solution	1 gallon drum
Path-Away Antipathogenic Aerosol Solution	5 gallon drum
Path-Away Antipathogenic Aerosol Solution	30 gallon drum
Path-Away Antipathogenic Aerosol Solution	55 gallon drum
Path-Away Antipathogenic Aerosol Solution	275 gallon tote
Path-Away Antipathogenic Aerosol Solution	330 gallon tote

31. Each of the products Respondent documented that it sold constitutes a distinct “pesticide product” as that term is defined in FIFRA Section 2(u), 7 U.S.C. § 136(u), and 40 C.F.R. § 152.3.

32. Consequently, each of Respondent’s 116 sales or distributions of an unregistered pesticide is an unlawful act under FIFRA section 12(a)(1)(A) for which civil penalties may be assessed pursuant to FIFRA section 14(a). 7 U.S.C. §§ 136j(a)(1)(A) and 136/(a).

V. CIVIL PENALTY

33. Respondent agrees to pay a civil penalty in the amount of **FORTY THOUSAND DOLLARS (\$40,000)**, which Respondent will pay in accordance with the terms set forth below.

34. The penalty was calculated based on the statutory factors set forth in FIFRA section 14(a)(4), including the size of Respondent’s business, the effect of paying a civil penalty on Respondent’s ability to continue in business, and the gravity of the violation. 7 U.S.C. § 136/(a)(4). The factors were applied to the particular facts and circumstances of this case with

specific reference to the EPA’s FIFRA Enforcement Response Policy, dated December 2009 (“ERP”) and the appropriate inflationary adjustment pursuant to 40 C.F.R. pt. 19. The EPA also considered Respondent’s ability to pay the penalty, based on an analysis of information submitted to the Agency by Respondent including federal income tax returns, cash flow statements, balance sheets, bank records, and certified statements regarding income and liabilities. Consequently, and in accordance with applicable law, the EPA determined that Respondent is unable to pay a civil penalty in excess of the dollar amount set forth in paragraph 33 above.

35. The EPA has further determined, based on the information provided by Respondent as identified in paragraph 34 above, that Respondent is unable to pay the full penalty within 30 days of the effective date of this Consent Agreement. As such, a payment plan of the nature and duration set forth below is necessary and appropriate.

36. Pursuant to the provisions of this Consent Agreement, Respondent will remit a total civil penalty (principal) of \$40,000 and interest (assessed at the IRS underpayment rate of 7% per year, compounded daily) in the amount of \$1,020.83, in accordance with the installment payment schedule set forth in the following table:

Payment Number	Payment shall be made <i>no later than</i>	Principal Amount	Interest Amount	Payment Amount
1	30 days after the Filing Date.	\$5,000.00	\$0.00	\$5,000.00
2	60 days after the Filing Date.	\$5,000.00	\$408.33	\$5,408.33
3	90 days after the Filing Date.	\$5,000.00	\$175.00	\$5,175.00
4	120 days after the Filing Date.	\$5,000.00	\$145.83	\$5,145.83
5	150 days after the Filing Date.	\$5,000.00	\$116.67	\$5,116.67
6	180 days after the Filing Date.	\$5,000.00	\$87.50	\$5,087.50
7	210 days after the Filing Date.	\$5,000.00	\$58.33	\$5,058.33
8	240 days after the Filing Date.	\$5,000.00	\$29.17	\$5,029.17
Total		\$40,000.00	\$1,020.83	\$41,020.83

37. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the schedule set forth in paragraph 36, the entire unpaid balance of the penalty and all accrued interest shall immediately become due, and Respondent will immediately pay the entire remaining principal balance of the civil penalty along with any accrued interest. Additionally, upon such failure or default, Respondent will be liable for and will pay any administrative handling charges and late payment charges as described in paragraph 41 below.

38. Respondent may, at any time elect to pay the entire principal balance, together with accrued interest to the date of such payment.

39. Respondent agrees that, within 30 days of the effective date of this Consent Agreement and Final Order, Respondent shall make a payment according to the payment schedule set forth in paragraph 36 above to "United States Treasury" with the case name, address and docket number of this Consent Agreement and Final Order (FIFRA-HQ-2025-5009), for the amount specified above. Respondent shall pay the penalty (principal) and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the 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 EPA's How to Make a Payment website and will not pay with a paper check.

40. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Consent Agreement and Final Order: Docket No. FIFRA-HQ-2025-5009;
- b. Concurrently with any payment or within 24 hours of any payment, provide proof of such payment to the following person(s):

Tommie Madison, Clerk of the Board
U.S. Environmental Protection Agency
Environmental Appeals Board
1200 Pennsylvania Avenue, NW (Mail Code 1103M)
Washington, D.C. 20460-0001
Clerk_EAB@epa.gov

Abdul Ibrahim, General Engineer
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW (Mail Code 2249A)
Washington, D.C. 20460-0001
Ibrahim.Abdul@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov.

- c. "Proof of payment" means, as applicable, confirmation of credit card or debit card payment, or 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 the appropriate docket number and Respondent's name.

41. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the penalty, interest, or other charges and penalties per this Consent Agreement and Final Order, the entire unpaid balance of the penalty and all accrued interest shall become immediately due and owing and the EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the Filing Date. If the penalty is paid in full within 30 days, interest accrued is waived. If the penalty is not paid in full within 30 days, interest will continue to accrue until any unpaid portion of the penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the Internal Revenue Service's (IRS) standard underpayment rate. Any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed a monthly charge to cover the EPA's costs of processing and handling overdue debts.
- c. Late Payment Penalty. A late payment penalty of six percent per year will be assessed monthly on all debts, including any unpaid portion of the penalty, interest, late payment penalties, and other charges that remain delinquent more than 90 days.

42. Late Penalty Actions. In addition to the amounts described in the preceding paragraph, if Respondent fails to timely pay any portion of the penalty, interest, or other charges and penalties per this Consent Agreement and Final Order, the EPA may take additional actions. Such actions may include, but are not limited to, the following:

- a. Refer the debt to a credit reporting agency or a collection agency pursuant to 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 government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the IRS for offset against income tax refunds, 40 C.F.R. pt. 13, subpts. 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 that the EPA sponsors or funds, 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 outstanding pursuant to 7 U.S.C. § 136/(a)(5).

43. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the outstanding principal penalty amount.

VI. TERMS OF CONSENT AGREEMENT

44. The Parties agree to accept digital or original signatures and consent to service of this Consent Agreement and Final Order via email to Erika McDonald at mcdonald.erika@epa.gov (for Complainant), and Margaret Fawal at MKFawal@Venable.com (for Respondent). An email response confirming receipt, automated confirmation of email delivery, or an automated read receipt shall be evidence of effective service.

45. For the purposes of this proceeding only and as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- (A) Admits to all jurisdictional allegations contained herein;
- (B) Except as provided in Paragraph 45(A), above, neither admits nor denies any specific factual allegations or conclusions of law provided herein;
- (C) Consents to the assessment of this civil penalty;
- (D) Consents to the issuance of, and compliance with, any additional terms or conditions contained herein;
- (E) Agrees to make payment and fulfill all tax reporting according to the terms of this Consent Agreement and Final Order;
- (F) Waives any right to contest the EPA's jurisdiction concerning the execution or enforcement of this Consent Agreement and Final Order;
- (G) Waives its right to contest any allegations contained herein; and
- (H) Waives all rights to obtain administrative or judicial review of this Consent Agreement and Final Order.

46. This Consent Agreement and Final Order resolves Respondent's liability only for civil penalties for the specific violations alleged herein.

47. Respondent shall bear its own costs and attorney's fees associated with this proceeding.

48. By signing this consent agreement, respondent 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 the consent agreement.

49. Respondent certifies to the EPA that, to the best of its knowledge and belief, that it is currently in compliance with any statutory or regulatory provisions associated with the violations alleged in this Consent Agreement.

50. Respondent certifies that it has disposed of any remaining stock of Path-Away products in accordance with applicable state laws for disposal of solid and hazardous waste and with the Resource Conservation and Recovery Act.

51. Respondent acknowledges that it may only sell Path-Away products in accordance with FIFRA and its implementing regulations.

52. Respondent certifies that all information or representations made or supplied to the EPA in this matter were true, accurate, and complete at the time of submission and that there has been no material change concerning the truthfulness, accuracy, or completeness of such information or representation.

53. Respondent acknowledges that submission of false or misleading information may result in further civil or criminal liability, under 18 U.S.C. § 1001, and that the EPA has the

right to institute further actions to recover appropriate relief upon obtaining evidence that any information provided and/or representations made by Respondent were, in any material respect, false, inaccurate, or misleading.

54. Respondent acknowledges that this Consent Agreement and Final Order may contain identifying information such as names, mailing addresses, and email addresses that will be available to the public via a searchable database upon filing.

55. Respondent agrees that this Consent Agreement and Final Order does not contain any confidential business information, trade secrets, or information otherwise protected from disclosure under any applicable federal law.

56. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable provisions of FIFRA and other federal, state, and local laws and regulations. Nor shall it constitute a waiver, suspension, or modification of the requirements of FIFRA and any regulations promulgated thereunder.

57. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition that the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment.

58. The EPA reserves all rights and remedies available to it under FIFRA, the regulations promulgated thereunder, and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order.

VII. EFFECT OF CONSENT AGREEMENT AND FINAL ORDER

59. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, Respondent, and Respondent's officers, directors, employees, contractors, successors, agents, and assigns.

60. Any person who signs this Consent Agreement on behalf of Respondent certifies that they are fully authorized to execute this Consent Agreement and to legally bind that party to the terms and conditions of this Consent Agreement and proposed Final Order.

61. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein.

62. There are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed herein.

63. The effective date of this Consent Agreement and proposed Final Order is the date on which the Consent Agreement, signed by all Parties, is filed by the Clerk of the Board with the ratified Final Order, signed by the Environmental Appeals Board.

WE HEREBY AGREE TO THIS:

**FOR RESPONDENT:
GLOBAL INFECTION CONTROL CONSULTANTS**



12/04/2025

Kevin Martin
Global Infection Control Consultants

WE HEREBY AGREE TO THIS:

FOR COMPLAINANT:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DIANA SAENZ Digitally signed by DIANA
SAENZ
Date: 2025.12.15 18:29:35 -05'00'

Diana Saenz, Acting Director
Waste & Chemical Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency

ERIKA MCDONALD Digitally signed by ERIKA
MCDONALD
Date: 2026.03.03 15:39:11 -05'00'

Erika McDonald, Attorney-Advisor
Waste & Chemical Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency

CERTIFICATE OF SERVICE

I certify that copies of the foregoing “Consent Agreement” and “Final Order” in the matter of Global Infection Control Consultants, LLC, Docket No. FIFRA-HQ-2025-5009, were sent to the following persons on March 12, 2026, in the manner indicated:

By E-mail:

Margaret K. Fawal, Counsel for GICC
Venable, LLP
MKFawal@Venable.com

Kevin Martin, CEO and Owner
Arthur Martin, President
Global Infection Control Consultants, LLC
kevin.martin77@yahoo.com
amartin77@gicllc.com

Erika McDonald, Attorney-Advisor
Abdul Ibrahim, General Engineer
Waste & Chemical Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
Mcdonald.Erika@epa.gov
Ibrahim.Abdul@epa.gov

Tommie Madison
Clerk of the Board