

FILED

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1201 Elm Street, Suite 500
Dallas, Texas 75270**

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**REGIONAL HEARING CLERK
EPA REGION VI**

In the Matter of	§	
	§	
Arteco II Hospital Management, LLC,	§	Docket No. FIFRA-06-2024-0302
d/b/a Disinfect and Shield,	§	
Houston, Texas	§	
	§	
Respondent.	§	

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

The U.S. Environmental Protection Agency, Region 6 (“the EPA” or “Complainant”), and Arteco II Hospital Management, LLC (“Respondent”) have agreed to a settlement of this action before the filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

1. This proceeding is an administrative action for the assessment of civil penalties instituted pursuant to section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136l.
2. This Consent Agreement and Final Order serves as notice that the EPA has reason to believe that Respondent has violated section 12 of FIFRA, 7 U.S.C. § 136j.

Parties

3. Complainant is the Director of Enforcement and Compliance Assurance Division of the EPA, Region 6, as duly delegated by the Administrator of the EPA and the Regional Administrator, EPA, Region 6.

4. Respondent is Arteco II Hospital Management, LLC, a company formed in the state of Texas and conducting business in the state of Texas.

Statutory and Regulatory Background

5. Congress enacted FIFRA, 7 U.S.C. § 136 *et seq.*, in 1947 and amended it in 1972 and in 1996. The general purpose of FIFRA is to provide the basis for regulation, sale, distribution, and use of pesticides in the United States.

6. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), states that it shall be unlawful for any person to distribute or sell any pesticide that is not registered under section 3 of FIFRA, 7 U.S.C. § 136a.

7. Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B), states that it shall be unlawful for any person to distribute or sell any registered pesticide if any claims made for it as a part of its distribution or sale substantially differ from any claims made for it as a part of the statement required in connection with its registration.

8. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), states that it shall be unlawful for any person to distribute or sell any pesticide which is adulterated or misbranded.

9. Section 17(a) of FIFRA, 7 U.S.C § 136o(a), provides an exception from registration requirements for pesticides intended solely for export provided that certain criteria are met, including compliance with “sections 136(p), 136(q)(1)(A), (C), (D), (E), (G), and (H), 136(q)(2)(A), (B), (C)(i) and (iii), and (D), 136e, and 136f of [FIFRA].”

10. Section 2(q)(1)(H) of FIFRA, 7 U.S.C. § 136(q)(1)(H), provides that in the case of a product not registered under FIFRA and intended for export, it is misbranded if its label does not contain the phrase “Not Registered for Use in the United States of America,” prominently placed on the label.

11. Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D) together with section 17(a) of FIFRA, 7 U.S.C § 136o(a), requires that a product intended for export must bear the EPA registration number of the establishment where it was produced on the product’s label.

12. Pursuant to the regulation at 40 C.F.R. § 152.132, in relevant part, a registrant may distribute or sell their registered product under another person’s name and address (supplemental distribution) if the registrant has submitted to the Agency for each distributor product a statement signed by both the registrant and the distributor listing the names and addresses of the registrant and the distributor, the distributor’s company number, the additional brand name(s) to be used, and the registration number of the registered product; the distributor product is produced, packaged and labeled in a registered establishment operated by the same producer (or under contract in accordance with § 152.30) who produces, packages, and labels the registered product; the distributor product is not repackaged (remains in the producer’s unopened container), label of the distributor product is the same as that of the registered product; and voluntary cancellation of a product applies to the registered product and all distributor products distributed or sold under that registration number.

13. Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), authorizes a civil penalty of not more than \$5,000 for each offense. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, as amended, and the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these

statutory maximum penalties to \$21,805 for violations that occur after November 2, 2015, and for which penalties are assessed on or after January 12, 2022.

Definitions

14. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines “person” to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.

15. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines “pesticide” to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. The scope of this definition is clarified in 40 C.F.R. § 152.15 which provides, among other things, that a substance is considered to be intended for a pesticidal purpose and thus to be a pesticide requiring registration if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance can or should be used as a pesticide.

16. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines “pest” to mean (1) any insect, rodent, nematode, fungus, weed, or (2) any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organism on or in living man or other living animals) which the Administrator declares to be a pest under section 25(c)(1).

17. Pursuant to the authority in section 25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1), the Administrator established that “an organism is declared to be a pest under circumstances that make it deleterious to man or the environment, if it 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” 40

C.F.R. § 152.5(d).

18. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines “to distribute or sell” 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.

19. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1) defines “label” to mean the written, printed, or graphic matter on, or attached to, the pesticide or device of any of its containers or wrappers.

20. Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2) defines “labeling” 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.

21. Section 2(n)(1) of FIFRA, 7 U.S.C. § 136(n)(1) defines the term “ingredient statement” to mean a statement which contains the name and percentage of each active ingredient, and the total percentage of all inert ingredients, in the pesticide.

Alleged Facts and Violations

22. Respondent, as a corporation, is, a “person” as defined by section 2(s) of FIFRA, 7 U.S.C. § 136(s).

23. On August 25, 2021, the Respondent received supplemental registration from the EPA for the product “D&S Broad Spectrum Disinfectant,” EPA Registration Number 94196-4-100005, under the parent product “My Shield Broad Spectrum Disinfectant”, EPA Registration

Number 94196-4, registered to ESC Brands, LLC. The Respondent has had no other products registered with the EPA as pesticides.

24. In October 2021, the EPA began investigating Respondent's compliance with FIFRA and the federal regulations promulgated thereunder (the "Investigation").

25. On September 15, 2022, the EPA issued an information request letter to the Respondent concerning products sold under the brand name Disinfect & Shield.

26. On October 6 and October 12, 2022, the Respondent provided responsive materials to the EPA, including copies of the product labels for "Surface Shield" and "Laundry Shield" ("Products") intended for domestic distribution and a label for a product "28 Day Surface Protection" ("Export Product") prepared for use on exported products.

Counts 1-295: Sales of Unregistered Pesticides Prior to August 25, 2021

27. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), states that it shall be unlawful for any person to distribute or sell any pesticide that is not registered under section 3 of FIFRA, 7 U.S.C. § 136a.

28. Pursuant to the regulation at 40 C.F.R. § 152.15, in relevant part, no person may distribute or sell any pesticide product that is not registered under the Act with limited exceptions. The regulation explains that 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 a pesticidal purpose, and thus to be a pesticide requiring registration, if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance (either by itself or in combination with any other substance) can or should be used as a pesticide.

29. Labels reviewed during the Investigation for the product “Surface Shield” that were documented by the EPA on October 8, 2020, and December 17, 2020, included the claims “Mechanical Kill” and “Guards Against Infection”, which, combined with the brand name “Disinfect and Shield” implied that the product was intended to be used to prevent, destroy, or repel pests—that is, used as a pesticide—and thus the product was a pesticide requiring registration as described in 40 C.F.R. § 152.15(a)(1).

30. The labeling reviewed during the Investigation for the product “Surface Shield” – which included materials available on Respondent’s website <https://www.disinfectandshield.com> between July 27, 2020, and April 29, 2021, included pesticidal claims such as “Disinfect & Shield Destroys Coronavirus and Keeps Surfaces Protected for 28 Days”, “...is a safe and effective disinfectant product that uses a “mechanical kill” to destroy dangerous viruses, bacteria, and microbes...”, “...an EPA N-listed disinfectant”, “Even after 28 days, the surface protectant maintained 99.9% antimicrobial and anti-viral kills...”, “Disinfect & Shield is fast-acting nanotechnology that is antimicrobial and anti-viral which destroys viruses and bacteria and prevents them from attaching to surfaces”, and “...remained active on stainless steel for 90-days and killed 99.95% of the coronavirus with a 10 minute contact time” implying that the product should be used to destroy pests—that is, as a pesticide—and thus the product was a pesticide requiring registration as described in 40 C.F.R. § 152.15(a)(1).

31. The labeling during the Investigation for the product “Laundry Shield”—which included materials available on the Lowe’s Companies, Inc. website <https://www.lowes.com> on April 29, 2021, included pesticidal claims such as “Disinfect and shield’s laundry additive protects all clothing for up to 60 days from bacteria, mildew, and viruses...tested to protect and shield against corona virus with a 99.9% kill”, and “...complete shields against Covid-19 during

the wash cycle...”, “proven at 99.9% kill on Covid-19”, implying that the product can be used to destroy pests—that is, as a pesticide—and thus the product is a pesticide requiring registration as described in 40 C.F.R. § 152.15(a)(1).

32. Prior to August 25, 2021, Respondent had not obtained registration required to sell or distribute any pesticidal products.

33. Sales and distribution records provided by the Respondent during the Investigation showed that the Respondent sold or distributed the product “Surface Shield” on (288) separate occasions after April 22, 2020, and before August 25, 2021, the earliest date that Respondent held any pesticide registrations.

34. Sales and distribution records provided by the Respondent during the Investigation showed that the Respondent sold or distributed the product “Laundry Shield” on (7) separate occasions after April 22, 2020, and before August 25, 2021, the earliest date that Respondent held any pesticide registrations.

35. Each of the combined 295 distributions or sales of the Products “Surface Shield” and “Laundry Shield” made when neither product was registered with the EPA under section 3 of FIFRA, 7 U.S.C. § 136a, was a sale or distribution of an unregistered pesticide in violation of section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Counts 296-339: Sales or Distributions of Misbranded Pesticides

36. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), states that it shall be unlawful for any person to distribute or sell any pesticide which is adulterated or misbranded.

37. A pesticide is misbranded if “any word, statement, or other information required by or under authority of [FIFRA] to appear on the label or labeling is not prominently placed

thereon with such conspicuousness (as compared with other words, statements, designs, or graphic matter in the labeling) and in such terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use.” FIFRA § 12(q)(1)(E); 7 U.S.C. § 136(q)(1)(E).

Surface Shield

38. The label provided to EPA by the Respondent on August 6, 2022, for the product “Surface Shield” was misbranded in, at least, the following respects:

- a. The label does not contain a product registration number in the fashion required by 40 C.F.R. §§ 156.10(a)(1)(iv) and (e).
- b. The label does not contain the producing establishment number as required by 40 C.F.R. §§ 156.10(a)(1)(v) and (f).
- c. The label does not contain a product name approved by the administrator through registration or supplemental registration as required by 40 C.F.R. §§ 156.10(a)(1)(i) and (b)(2)(ii). The label provided to the EPA used the product name “Surface Shield” in place of the supplementally registered product name “D&S Broad Spectrum Disinfectant.”
- d. The following “Surface Shield” label elements are inconsistent with the approved master label for the parent product (“My Shield Broad Spectrum Disinfectant”, EPA Registration Number 94196-4, registered to ESC Brands, LLC), and therefore do not contain the information required for distributor products by 40 C.F.R. §§ 152.132(d), which requires that the label of a distributor product be the same as the registered product, with certain limited exceptions:
 - i. The ingredient statement required by 40 C.F.R. § 156.10(a)(1)(vi);

- ii. The hazard and precautionary statements required by 40 C.F.R. § 156.10(a)(1)(vii) for humans, domestic animals, and the environment;
- iii. The directions for use as required by 40 C.F.R. § 156.10(a)(1)(viii); and
- iv. The claims made on the product label including “Alcohol-Free”, “Guards Against Infection”, “Extended Protection”, and “Mechanical Kill.”

39. Sales and distribution records provided by the Respondent during the Investigation showed that the Respondent sold or distributed the product “Surface Shield” on (27) separate occasions between August 25, 2021, and September 26, 2022.

Laundry Shield

40. The label provided to EPA by the Respondent on August 6, 2022, for the product “Laundry Shield” was misbranded in, at least, the following respects:

- a. The label does not contain a product registration number in the fashion required by 40 C.F.R. §§ 156.10(a)(1)(iv) and (e).
- b. The label does not contain the producing establishment number as required by 40 C.F.R. §§ 156.10(a)(1)(v) and (f).
- c. The label does not contain a product name approved by the Administrator through registration or supplemental registration as required by 40 C.F.R. §§ 156.10(a)(1)(i) and (b)(2)(ii). The label provided to the EPA used the product name “Laundry Shield” in place of the supplementally registered product name “D&S Broad Spectrum Disinfectant.”

- d. The following “Laundry Shield” label elements are inconsistent with the approved master label for the parent product (“My Shield Broad Spectrum Disinfectant”, EPA Registration Number 94196-4, registered to ESC Brands, LLC), and therefore do not contain the information required for distributor products by 40 C.F.R. §§ 152.132(d), which requires that the label of a distributor product be the same as the registered product, with certain limited exceptions:
- i. The ingredient statement required by 40 C.F.R. § 156.10(a)(1)(vi);
 - ii. The hazard and precautionary statements required by 40 C.F.R. § 156.10(a)(1)(vii) for humans, domestic animals, and the environment;
 - iii. The directions for use as required by 40 C.F.R. § 156.10(a)(1)(viii); and
 - iv. The claims made on the product label including “Bleach-Free” and “Silicone Solution for Household, Industrial & Commercial Use.”

41. Sales and distribution records provided by the Respondent during the Investigation showed that the Respondent sold or distributed the product “Laundry Shield” on (16) separate occasions between August 25, 2021, and September 26, 2022.

42. The combined forty-three (43) sales or distributions of the misbranded pesticide products labeled “Surface Shield” and “Laundry Shield” by Respondent between August 25, 2021, and September 26, 2022, were violations of FIFRA section 12(a)(1)(E), 7 U.S.C. § 12(a)(1)(E), which makes it unlawful for any person to sell or distribute a misbranded pesticide.

Counts 340-382: Claims made for products substantially differ from those approved

43. Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B), states that it shall be unlawful for any person to distribute or sell any registered pesticide if any claims made for it as a part of its distribution or sale substantially differ from any claims made for it as a part of the statement required in connection with its registration.

44. Section 3(c)(1)(C) of FIFRA, 7 U.S.C. § 3(c)(1)(C), requires submission of “a statement of all claims to be made” for a pesticide to be submitted with registration.

45. These submitted claims are ultimately listed as part of the master product label for the pesticide; therefore, section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B), makes it unlawful to distribute or sell any pesticide if any claims made for it as a part of its distribution or sale substantially differ from those included on the master label.

Surface Shield

46. The label provided to EPA by the Respondent on August 6, 2022, for the product “Surface Shield” included claims such as “Mechanical Kill” and “Extended Protection” (in the immediate vicinity of a public health claim) that differ substantially from those on the approved master label for the registered product.

47. Labeling reviewed during the Investigation for the product “Surface Shield” – which included materials available on Respondent’s website <https://www.disinfectandshield.com> between May 20, 2022, and December 27, 2022, included, but was not limited to, the following words, statements, or claims that differ substantially from those on the approved master label for the registered product:

“COVID-19 99.9% Kill”, “FDA Listed Sanitizer”, “Continuously Long-Lasting Protection”, “Safer for Children”, “eco-friendly”, “destroy viruses, including Coronavirus”, “keeps surfaces protected continuously”, “We need to adopt more effective

and safer formulations that deposit long-lasting and powerful antimicrobial activity on treated surfaces, both hard and soft. Disinfect & Shield protection is the solution”, “mechanical kill”, “tiny swords”, “completely free of harmful chemicals and safe for humans, animals and even crops”, “Alcohol Free”, “Safe on Skin”, “mechanically destroys bacteria and viruses for up to 28 days”, “surface protected continuously for up to 28 days”, “Disinfect & Shield Destroys Coronavirus and Keeps Surfaces Protected for 28 Days”, “Even after 28 days, the surface protectant maintained 99.9% antimicrobial and anti-viral kills...”, “...remained active on stainless steel for 90-days and killed 99.95% of the coronavirus with a 10 minute contact time”, “Artego Specialty Services Launches Disinfect & Shield: Organic FDA and EPA Approved Disinfectant Kills COVID-19 On Contact”, “Creates Permanent Surface Defense.”

48. Links were provided on the product webpage to <https://www.biospace.com>, <https://clpmag.com>, and <https://www.healthcarefacilitiestoday.com> where similar words, statements and claims were made for “Surface Shield”.

49. Sales and distribution records provided by the Respondent during the Investigation showed that the Respondent sold or distributed the product “Surface Shield” on (27) separate occasions between August 25, 2021, and September 26, 2022.

Laundry Shield

50. The label provided to EPA by the Respondent on August 6, 2022, for the product “Laundry Shield” included claims such as “For sanitizing, deodorizing . . . all fabrics during the machine-washing process” that differ substantially from those on the approved master label for the registered product.

51. Labeling reviewed during the Investigation for the product “Laundry Shield” – which included materials available on Respondent’s website <https://www.disinfectandshield.com> between May 20, 2022, and December 27, 2022, included, but was not limited to, the following words, statements, or claims that differ substantially from those on the approved master label for the registered product:

“COVID-19 Studies”, “the murine hepatitis virus, a CDC recognized surrogate virus for SARS-CoV testing, ... on a piece of fabric treated with the laundry product”, “the persistence of the virucidal activity of the Disinfect & Shield Laundry Complete was evident ... with at least 99% kill of virus after only an hour of contact with the fabric, and nearly 97% kill after only 30 min”, “Kills 99.99% of COVID-19”, “safe way to protect clothing”, “protects against microbial reinfection”, and “consumers can take comfort in knowing that, not only are they protected from the virus, but that their clothing is being washed thoroughly too.”

52. Advertising reviewed during the Investigation for the product “Laundry Shield” – which included materials available on the Lowe’s Companies, Inc. website <https://www.lowes.com> between October 7, 2022, and December 27, 2022, contained the intended use statements, mixing directions, and effectiveness claims that differed substantially from those on the approved master label for the registered product:

“Disinfect & Shield Laundry shield 128-fl oz HE Laundry Detergent”, “shields against Covid-19 during wash cycle and protects all types of clothing for 60 days”, “add laundry shield to your regular wash cycle to add a protective shield on all clothing for up to 60 days, or 15 wash cycles”, “add on to any traditional laundry detergent for long-lasting protection”, “for sanitizing, deodorizing and softening fabrics during the machine

washing process”, “laundry additive protects all clothing for up to 60 days from bacteria, mildew, and viruses”, “can be safely added to any detergent in a wash cycle”, and “shields against Covid-19 during the wash cycle.”

53. Sales and distribution records provided by the Respondent during the Investigation showed that the Respondent sold or distributed the product “Laundry Shield” on (16) separate occasions between August 25, 2021, and September 26, 2022.

54. The combined forty-three (43) sales or distributions of products labeled “Surface Shield” and “Laundry Shield” by Respondent between August 25, 2021, and September 26, 2022, with labels, labeling, or advertising that contained claims that substantially differed from the claims submitted with the registration of the parent product were violations of FIFRA section 12(a)(1)(B), 7 U.S.C. § 12(a)(1)(B).

Counts 383 – 386: Sale or Distribution of Non-Registered Pesticide Intended for Export when Misbranded

55. Section 17(a) of FIFRA, 7 U.S.C. § 136o(a), makes pesticides intended solely for export subject to—among other requirements—the branding/misbranding provisions in sections 2(q)(1)(D) and 2(q)(1)(H) of FIFRA, 7 U.S.C. §§ 136(q)(1)(D) & (H), which require inclusion of the registration number of the producing establishment and the statement “Not Registered for Use In the United States”, respectively. Failure to comply with the terms in section 17(a) of FIFRA, 7 U.S.C. § 136o(a), renders an export product subject to full compliance with the requirements of FIFRA, including, at minimum, the requirement given in 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D).

56. The label provided to EPA by the Respondent on August 6, 2022, for an export pesticide product, "28-Day Surface Protection" did not contain either a registration number for the producing establishment or the statement "Not Registered for Use In the United States."

57. Sales and distribution records provided by the Respondent during the Investigation showed that the Respondent sold or distributed the non-registered export product "28 Day Surface Protection" on (3) separate occasions between August 23, 2021, and September 26, 2022.

58. These products thus failed to satisfy the criteria in section 17(a) of FIFRA, 7 U.S.C. § 136o(a), for exemption from full regulation of export products under FIFRA.

59. The failure to include a required label element that disqualifies this product from the exemption for export products also makes these products misbranded as defined in section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), and the sale or distribution of these products was unlawful under section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E).

CONSENT AGREEMENT

60. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondents.

- a. admits the jurisdictional allegations set forth herein;
- b. neither admits nor denies the specific factual allegations stated herein;
- c. consents to the assessment of a civil penalty, as stated herein;
- d. consents to the issuance of any specified compliance or corrective action order;
- e. consents to any conditions specified herein;

- f. consents to any stated Permit Action;
- g. waives any right to contest the allegations set forth herein; and
- h. waives its right to appeal the Final Order accompanying this Consent Agreement.

61. Respondent consents to the issuance of this Consent Agreement and Final Order and consent for the purposes of settlement to the payment of the civil penalty specified herein.

62. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

Penalty Payment

63. Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a civil penalty of **two thousand, four hundred twenty-nine dollars (\$2,429.00)**, as set forth below.

64. Respondent shall pay the penalty within ninety (90) days of receiving notice of the effective date of the Final Order. Such payment shall identify Respondent by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979078
St. Louis, Missouri 63197-9000

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

65. A copy of the check or other information confirming payment shall simultaneously be sent to the following:

Lorena S. Vaughn
Regional Hearing Clerk

U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ORC)
Dallas, Texas 75270-2102
vaughn.lorena@epa.gov; and

Kenneth R. McPherson
Enforcement and Compliance Assurance Division
Waste Enforcement Branch
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ECDST)
Dallas, Texas 75270-2101
mcperson.kenneth@epa.gov

66. Respondent understands that its failure to timely pay any portion of the civil penalty may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall begin to accrue on a civil or stipulated penalty from the date of delinquency until such civil or stipulated penalty and any accrued interest are paid in full. 31 C.F.R. § 901.9(b)(1). Interest will be assessed at a rate of the United States Treasury Tax and loan rates in accordance with 31 U.S.C. § 3717. Additionally, a charge will be assessed to cover the costs of debt collection including processing and handling costs, and a non-payment penalty charge of six percent (6%) per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. 31 U.S.C. § 3717(e)(2).

Effect of Settlement and Reservation of Rights

67. Full payment of the penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of the FIFRA or any other applicable law.

68. The effect of settlement described in the immediately preceding paragraph is conditioned upon the accuracy of Respondents' representations to the EPA, as memorialized in paragraph directly below.

69. Respondent certifies by the signing of this Consent Agreement that it is presently in compliance with all requirements of FIFRA and its implementing regulations.

70. Full payment of the penalty proposed in this Consent Agreement shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of the FIFRA and regulations promulgated thereunder.

71. Complainant reserves the right to enforce the terms and conditions of this Consent Agreement and Final Order.

General Provisions

72. By signing this Consent Agreement, the undersigned representative of Respondent certifies that he or she is fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the party it represents to this Consent Agreement.

73. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This Consent Agreement and Final Order shall be effective upon the filing of the Final Order by the Regional Hearing Clerk for EPA, Region 6. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

74. The penalty specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State, and local taxes.

75. This Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

76. The EPA and Respondent agree to the use of electronic signatures for this matter pursuant to 40 C.F.R. § 22.6. The EPA and Respondent further agree to electronic service of this Consent Agreement and Final Order by email to the following:

To EPA: *taylor.nathan@epa.gov*

To Respondent: *patrick.haddad@oopgo.com; despo72211@aol.com*

RESPONDENT:
ARTECO II HOSPITAL MANAGEMENT, LLC

Date: 11/5/23

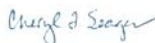

Signature

Despo Papafote Caldwell
Name

member
Title

COMPLAINANT:
U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: November 8, 2023



Digitally signed by
CHERYL SEAGER
Date: 2023.11.08
11:26:20 -06'00'

Cheryl T. Seager
Director
Enforcement and
Compliance Assurance Division
U.S. EPA, Region 6

FINAL ORDER

Pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), and 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, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Respondent is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondents' (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action.

IT IS SO ORDERED.

THOMAS
RUCKI

Digitally signed by
THOMAS RUCKI
Date: 2023.11.13
12:48:43 -05'00'

Thomas Rucki
Regional Judicial Officer

Date

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was delivered to the Regional Hearing Clerk, U.S. EPA, Region 6, 1201 Elm Street, Dallas, Texas 75270-2102, and that a true and correct copy was sent this day in the following manner to the addressees:

Copy via Email to Complainant:

Taylor.nathan@epa.gov

Copy via Email to Respondent:

Patrick Haddad
patrick.haddad@oopgo.com

Despo Caldwell
despo72211@aol.com

NATHAN TAYLOR
Digitally signed by NATHAN
TAYLOR
Date: 2023.11.15 14:46:59 -06'00'

Signed
Office of Regional Counsel
U.S. EPA, Region 6