

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

In the Matter of	§	
	§	
Neosan Labs, Inc.,	§	Docket No. FIFRA-06-2025-0355
	§	
	§	
Respondent.	§	

CONSENT AGREEMENT AND FINAL ORDER

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA" or the "Act"), 7 U.S.C. § 136l, and Sections 22.13, 22.18, and 22.34 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permit ("Consolidated Rules"), as codified at 40 C.F.R. Part 22.

2. Complainant is the United States Environmental Protection Agency, Region 6 ("EPA"). On EPA's behalf, the Director of the Enforcement and Compliance Assurance Division, EPA Region 6, has been delegated the authority to settle civil administrative penalty and compliance proceedings under Section 14(a) of the Act, 7 U.S.C. § 136l(a).

3. Neosan Labs, Inc. ("Neosan Labs" or "Respondent") is a corporation doing business in the State of New Mexico. Respondent is a "person" as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this Consent Agreement along with the corresponding Final Order hereinafter known together as the "CAFO" without the adjudication of any issues of law or fact herein.

5. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

B. JURISDICTION

6. This CAFO is entered into under Section 14 of the Act, as amended, 7 U.S.C. § 136l, and the Consolidated Rules, 40 C.F.R. Part 22.

7. On May 28, 2024, EPA issued to Respondent a Notice letter, providing notice to Respondent that EPA found Respondent committed the alleged violations described in Section E of this CAFO and providing Respondent an opportunity to confer with EPA. On June 14, 2024, representatives of Respondent and EPA conferred regarding the May 28, 2024, Notice letter.

8. The Regional Judicial Officer is authorized to ratify this CAFO which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b).

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

C. STATUTORY AND REGULATORY BACKGROUND

10. 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.

11. Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B), states it shall 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 under Section 3 of FIFRA, 7 U.S.C. § 136a.

Definitions

12. 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.

13. 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.

14. 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).

15. 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.

16. 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.

17. 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.

18. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), and the regulation at 40 C.F.R. § 167.3 define “produce” as meaning to manufacture, prepare, propagate, compound, or process any pesticide or device or active ingredient or to package, repack, label, relabel, or otherwise change the container of any pesticide or device.

19. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), and the regulation at 40 C.F.R. § 167.3 define “producer” to mean any person who manufactures, prepares, compounds, propagates or processes any pesticide or device or active ingredient used in producing a pesticide (such actions include packaging, repackaging, labeling, and relabeling a pesticide).

20. Civil penalties under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a) may be assessed by administrative order.¹

D. EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW

21. Respondent is, and at all times referred to herein was, a “person” as defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

¹ The Administrator may assess an inflation-adjusted civil penalty per day for each violation of FIFRA pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a) and 40 C.F.R. § 19.4.

22. Respondent owns and operates a facility located at 609 Broadway Boulevard NE, Albuquerque, NM 87102 (the "Facility").

23. Respondent is authorized, pursuant to the conditions of 40 C.F.R. § 152.130, to distribute or sell Neosan Labs Part A (EPA Reg. No. 93672-1) and Neosan Labs Part B (EPA Reg. No. 93672-2). As described on the EPA-approved product labels, Neosan Labs Part A and Neosan Labs Part B is a two-part system and when Part A and Part B are combined creates a proven disinfectant, cleaner, fungicide, mildewstat and virucide (including Norovirus and H1N1). These products when combined are approved to be applied to porous and/or non-porous surfaces depending on the intended pesticidal use.

24. Respondent distributes or sells Neosan Labs Part A and Neosan Labs Part B under four product names: 01 Disinfectant (Parts A and B), 02 Air Detox (Parts A and B), 03 Carpet (Parts A and B), and 04 Restoration (Parts A and B). Additionally, Respondent distributes or sells Neosan Labs Part A and Neosan Labs Part B together with a wipe under the product name Disinfectant, Cleaner, Deodorizer Wipes (Wipes Kit) (the "Products").

25. Pursuant to Section 9 of FIFRA, 7 U.S.C. § 136g, the EPA conducted an inspection of the Facility from March 28, 2023, to March 29, 2023, to determine Respondent's compliance with FIFRA and the federal regulations promulgated thereunder (the "Inspection").

26. At the time of the Inspection, Respondent was distributing or selling the Products.

E. ALLEGED VIOLATIONS

27. The facts stated in the EPA Findings of Fact and Conclusions of Law above are herein incorporated.

28. Complainant hereby states and alleges that Respondent has violated FIFRA and federal regulations promulgated thereunder as stated below.

Count 1 – 50

29. At the time of the Inspection, Respondent's website (<https://neosanlabs.com/>), which is considered labeling, claims in part the following regarding the Products:

- a. 01 Disinfectant (Parts A and B)
 - i. "Kills 99.99999% Of Bacteria, Viruses & Neutralizes Chemical Pathogens."
 - ii. "100% nonharmful for humans, animals, and plants."
 - iii. "Creates A Fungistatic Barrier For Over 21 Days."
- b. 02 Air Detox (Parts A and B)
 - i. "Eliminates 99.99999% of germs, spores, and pathogens."
 - ii. "Indoor air is the largest single contact surface, carrying mold, bacteria, viruses, yeasts, dust, and toxins-impacting health. Our easy-to-use, broad-spectrum air detoxification treatment purifies and sterilizes the air we share."
 - iii. "Use With Cold Fogger."
 - iv. "Eliminates Irritants That Can Cause Asthma, Allergic Reactions, And Chemical Sensitivity."
 - v. "100% Nonharmful To Humans, Pets & Plants."
- c. 03 Carpet (Parts A and B)

- i. "Eliminates 99.99999% of pathogens, allergens, mites, bacteria, and mold."
- ii. "Eliminates 99.99999% of biological agents, including mold and mold spores."
- d. 04 Restoration (Parts A and B)
 - i. "Eliminates 99.99999% of biological agents, including mold and mold spores."
 - ii. "Kills 99.99999% Of Bacteria, Viruses & Other Biological Pathogens."
 - iii. "Creates a fungistatic barrier that resists the recurrence of toxic problems."
- e. Wipes Kit
 - i. "Our hospital-grade disinfectant is now available in a consumer-friendly wipe kit."
 - ii. "Eliminate bacteria, viruses, chemical toxins, stains, and odors with an effortless swipe."
 - iii. "Highest Kill Rate In The Industry: 99.99999%."
 - iv. "Create A Fungistatic Barrier For Over 21 Days."

30. The above-mentioned pesticidal use, efficacy and/or safety claims made by Respondent are potentially false and misleading pursuant to 40 CFR 156.10(a)(5) and differ substantially from the Neosan Labs Part A and Neosan Labs Part B product claims approved by EPA during their registrations under Section 3 of FIFRA, 7 U.S.C. § 136a.

31. Respondent's distribution or sale of the Products, for which the claims made are substantially different from the claims approved by EPA during their registrations under Section 3 of FIFRA, 7 U.S.C. § 136a., is a violation of Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B).

F. CONSENT AGREEMENT AND CIVIL PENALTY

General

32. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2),
- Respondent:
- 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 rights to appeal the Final Order accompanying this CAFO.
33. By signing this CAFO, 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 this CAFO.
34. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty specified herein.

35. 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 Assessment and Collection

36. Respondent agrees to pay a civil penalty in the amount of \$0.00 ("Assessed Penalty"). Based on Respondent's documented inability to pay claim, and in accordance with applicable laws, EPA conducted an analysis of Respondent's financial information and determined that the Assessed Penalty is an appropriate amount to settle this action.

Additional Terms of Settlement

37. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors and 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 CAFO.

38. Any change in the legal status of the 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.

39. By signing this CAFO, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information. See 40 C.F.R. Part 2, Subpart B (Confidentiality of Business Information).

40. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each 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.

41. By signing this CAFO, Respondent certifies that it is presently in compliance with all requirements of FIFRA and its implementing regulations.

42. By signing this CAFO, the undersigned representative of Respondent certifies that it is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party it represents to this CAFO.

43. Respondent and EPA agree to the use of electronic signatures for this matter. EPA and Respondent consent to service of a final order by email at the following valid email addresses: george.elizabeth.a@epa.gov (for EPA) and gcharillon@neosanlabs.com (for Respondent).

44. Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

G. EFFECT OF CONSENT AGREEMENT AND RESERVATION OF RIGHTS

45. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in Sections D and E above. Complainant reserves the right to take any enforcement action with respect to any other violations of FIFRA or any other applicable law.

46. The terms, conditions and 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.

47. Penalties paid pursuant to this CAFO shall not be deductible for purposes of Federal, State, and local taxes.

48. Any violation of the included Final Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 14(a) of the Act, 7 U.S.C. § 136l(a) and adjusted for inflation pursuant to 40 C.F.R. Part 19, as well as criminal sanctions as provided in Section 14(a) of the Act, 7 U.S.C. § 136l(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

49. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit. EPA does not, by its consent to the entry of this CAFO, warrant or aver in any manner that Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of FIFRA, 7 U.S.C. § 136 *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits.

50. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

51. If and to the extent 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 EPA, EPA reserves any and all of its legal and equitable rights.

H. EFFECTIVE DATE

52. Respondent and Complainant agree to the issuance of the included Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

The foregoing Consent Agreement In the Matter of Neosan Labs, Inc., Docket No. FIFRA-06-2025-0355, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

NEOSAN LABS, INC.

Date: 03/20/2025



Signature

Greg Charillon

Print Name

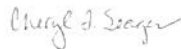
CEO

Title

FOR COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: _____



Digitally signed by CHERYL
SEAGER
Date: 2025.03.24 09:27:59
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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.

Neosan Labs, Inc. 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.

Dated _____

**Rucki,
Thomas**

Digitally signed
by Rucki, Thomas
Date: 2025.03.24
14:17:14 -04'00'

Thomas Rucki
Regional Judicial Officer

CERTIFICATE OF SERVICE

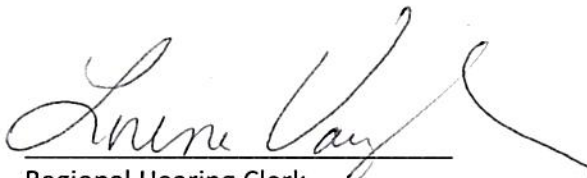
I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was filed with me, the Regional Hearing Clerk, U.S. EPA - Region 6, 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that I sent a true and correct copy on this day in the following manner to the email addresses:

Copy via Email to Complainant:

George.elizabeth.a@epa.gov

Copy via Email to Respondent:

gcharillon@neosanlabs.com
Gregoire Charillon
Neosan Labs, Inc.
609 Broadway Blvd. NE
Albuquerque, NM 87102, USA



Regional Hearing Clerk
U.S. EPA, Region 6