

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**REGION 4**

In the Matter of:

Seal Shield, LLC

Respondent.

Docket No. **FIFRA-04-2022-0732(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, as amended, 7 U.S.C. § 136/(a) (FIFRA or the Act), and Sections 22.13(b) and 22.18 of the Consolidated Rules of Practice Governing Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), 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, who has been delegated the authority on behalf of the Administrator of the United States Environmental Protection Agency to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 14(a) of FIFRA, 7 U.S.C. § 136/(a).
5. Respondent is Seal Shield, LLC, a limited liability company headquartered in the State of Florida.

III. GOVERNING LAW

6. Pesticides that are sold and distributed in the United States are required to be registered with the EPA, pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.
7. 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.
8. A “pest” is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t), as 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 microorganisms on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1).
9. The term “pesticide” is defined at 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.
10. Section 2(mm) of FIFRA, 7 U.S.C. § 136(mm), defines an “antimicrobial pesticide” as “a pesticide that is intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms; or protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.”
11. Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a) define a “pesticide device” as “any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling, or mitigating any or any other form of plant or 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.”
12. 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); or (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.
13. Pursuant to 40 C.F.R. § 152.25, certain “treated articles and substances” are exempt from regulations under FIFRA, if (1) the article or substance is treated with, or contains, a pesticide to protect the article or substance itself (for example, paint treated with a pesticide to protect the paint coating, or wood products treated to protect the wood against insect or fungus infestation), and (2) the pesticide is registered for such use.
14. A “label” is defined by Section 2(p) of FIFRA, 7 U.S.C. § 136(p), as “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers;” and defines “labeling” as “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”.

15. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines “to distribute or sell” to include “to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, or release for shipment.”
16. 40 C.F.R. § 152.3 further defines “to distribute or sell” as “the acts of distributing, selling, offering for sale, holding for sale, shipping, holding for shipment, delivering for shipment, or receiving and (having so received) delivering or offering to deliver, or releasing for shipment to any person in any State.”
17. 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.
18. 40 C.F.R. § 156.10(a)(5) provides that “[p]ursuant to section 2(q)(1)(A) of the Act, a pesticide or a device declared subject to the Act pursuant to 40 C.F.R. § 152.500, is misbranded if its labeling is false or misleading in any particular including both pesticidal and non-pesticidal claims.”
19. A “person” is defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s), “any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.”
20. Civil penalties under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a) may be assessed by administrative order.

IV. FINDINGS OF FACTS

21. Respondent is a “person” as defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.
22. Based on a review of Seal Shield’s website in 2018, www.sealshield.com, the EPA determined that the company was making pesticidal claims for various products including, but not limited to, keyboards, mice, and screen protectors.
23. On December 10 and 13, 2019, an authorized representative of the EPA conducted inspections at an office of one of Seal Shield’s distributors and its distribution center (“the Inspections”).
24. During the Inspections, the EPA inspector collected sales invoices dated December 17, 2018, through July 1, 2019, showing the sale of the products “MPAD Antimicrobial,” “Waterproof Mouse” and “Waterproof/Washable Keyboard” by Seal Shield; marketing materials for the products “Medical Screen Protectors,” “Silver Shield Medical Grade Keyboards,” “Silver Storm Waterproof Scroll Wheel Mouse,” and the “ElectroClave UV Disinfection/Device Manager;” and a copy of an instruction manual for the products. The collected marketing materials and instruction manual reference Seal Shield’s website, www.sealshield.com.
25. A review of Seal Shield’s website by the EPA on or about March 18, 2020, revealed that Seal Shield was continuing to offer for sale and marketing its products on its website using numerous pesticidal claims including, but not limited to, a statement in the company’s logo prominently posted on its website which stated “Seal Shield Prevent Infections. Save Lives.”

26. The website also included product specific pesticidal claims (including explicit, implicit and unqualified public health claims) for multiple products, including, but not limited, to those outlined below:

Medical Computer Scroll Mice:

- “Seal Shield™ medical mice can help prevent cross-contamination in the OR. An antimicrobial is impregnated in the product, providing protection against viruses, fungi, mold, mildew, and odor-causing bacteria between cleaning times;”
- “Seal Shield antimicrobial technology provides a level of protection of the product between cleaning procedures;” (located in an article titled “Five High- Touch Surfaces Heavily Contaminated in the OR” on the “Infection Control Corner” blog on the website); and
- “I love that it is safe to touch because of its antimicrobial properties.” (A purported customer review posted on Seal Shield’s website).

Medical Grade Keyboards:

- “How are Keyboards tested for microbial resistance – All tests are done in an independent lab-Bacteria used for testing: Escheria coli and staphylococcus” (found under the FAQs);
- “Reduce the risk of cross contamination and hospital acquired infections;”
- “Waterproof construction and antimicrobial product surface protection are the most important infection control features of a medical keyboard;”
- “Silver Seal Protection. This product is Silver Seal™ protected. It contains an antimicrobial, fungistatic agent which protects the product and keeps it cleaner, greener and fresher by inhibiting the growth of microbial bacteria, mold, mildew and fungi on the products surface.”
- “Medical keyboards have recently become recognized as an important and cost-effective tool for infection prevention;” and
- “Products with antimicrobial protection,” and “infection control and prevention.”

27. Based on claims Seal Shield was making on its website and marketing materials, the products meet the definition of a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), in that, as marketed, Seal Shield products were “intended for preventing, destroying, repelling, or mitigating any pest,” and the products were considered to be intended for pesticidal purposes pursuant to 40 C.F.R. § 152.15.

28. Seal Shield asserted that because its products were treated with an EPA-registered pesticide, the products were exempt from FIFRA registration under the “treated article exemption” requirements outlined in 40 C.F.R. § 152.25(a) and interpreted by Pesticide Registration Notice 2000-1 (PRN 2000-1). However, Seal Shield’s claims went beyond promoting products that are treated with a registered pesticide for product protection alone. Seal Shield’s claims made explicit, implicit, or unqualified health/hygiene-associated claims that the use of its products would protect human health by preventing the transmission of infections and viruses.

29. Seal Shield's public health claims about its products are inconsistent with the EPA's interpretation of the "treated article exemption" set forth in PRN 2000-1. Therefore, Seal Shield's products do not qualify for the "treated article exemption" under 40 C.F.R. § 152.25 and are subject to FIFRA registration requirements.
30. The EPA's review of Seal Shield's website and the sales invoices dated December 17, 2018, through July 1, 2019, collected during the Inspections, showed that during that period of time, Seal Shield offered for sale, sold, and distributed pesticides, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg) and 40 C.F.R. § 152.3.
31. Seal Shield's "sale and distribution" of unregistered pesticides are unlawful acts in violation of Section 3 of FIFRA, 7 U.S.C. § 136a, and 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).
32. In addition to selling unregistered pesticides, Seal Shield also offered for sale and distribution the ElectroClave UV Disinfection/Device Manager ("ElectroClave device") on its website in 2018. The ElectroClave device was being marketed by Seal Shield as an instrument that is intended for repelling and mitigating any pests and is, therefore, a pesticide "device" as defined by Section 2(h) of FIFRA, 7 U.S.C. § 136(h) and 40 C.F.R. § 152.500(a), and is subject to the requirements in FIFRA § 2(q)(1) and 40 C.F.R. § 152.500(b) (Requirements for Devices) and 40 C.F.R. Part 156 (Labeling Requirements for Pesticides and Devices).
33. Photographs of the ElectroClave device posted to Seal Shield's website showed that the device being offered for sale was packaged in a large container with Seal Shield's website address prominently printed on it. Since the ElectroClave device container referenced the website, the website was considered "labeling" under Section 2(p) of FIFRA, 7 U.S.C. § 136(p), 40 C.F.R. § 152.500(b) and 40 C.F.R. Part 156.
34. On or around March 27, 2020, and various other dates, the EPA reviewed Seal Shield's website and found that it included claims about the ElectroClave device which were false or misleading, such as "reduces most major pathogens including methicillin resistant staphylococcus aureus (MRSA), vancomycin-resistant enterococcus (VRE), multidrug resistant (MDR)- gram negative, norovirus and clostridium difficile (C. diff) spores by up to 99.9 percent" and the "ElectroClave's patented disinfection technology achieves a 99.99% pathogen kill on all sides of the device (360° disinfection)." Therefore, the ElectroClave pesticide device was misbranded pursuant to Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A).
35. Seal Shield's offer for sale and distribution of the ElectroClave device, a "misbranded" pesticide device, is a violation of Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F).
36. On April 20, 2020, the EPA issued a Stop Sale, Use, and Removal Order (SSURO) to Seal Shield (FIFRA-04-2020-0703) pursuant to Section 13 of FIFRA. The SSURO directed Seal Shield to stop selling and distributing certain computer-related products, including keyboards, mice and screen protectors that were determined to be unregistered pesticides due to public health claims being made for those products, and to stop selling and distributing its ElectroClave Device that was not in compliance with FIFRA due to unqualified and unproven claims that it could effectively kill a broad range of pathogens including bacteria.
37. On May 18, 2020, after Seal Shield removed public health claims from its website and product labeling, the EPA partially terminated the SSURO which allowed Seal Shield to sell and distribute

those products. Subsequently, on June 18, 2020, the EPA fully terminated the April 20, 2020 SSURO, which allowed for Seal Shield to resume sale of its ElectroClave Device.

38. On June 24, 2021, the EPA issued another SSURO to Seal Shield pursuant to Section 13 of FIFRA (FIFRA-04-2021-0715), again directing Seal Shield to stop selling and distributing certain computer-related products (i.e., keyboards, mice and screen protectors) that were determined to be unregistered pesticides due to public health claims being made for those products, and to stop selling and distributing its ElectroClave Device due to statements that directly or indirectly implied that the device was recommended or endorsed by the EPA. Statements that directly or indirectly imply that the device is recommended or endorsed by the EPA are considered false and misleading. Therefore, the ElectroClave pesticide device was misbranded under Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A). The June 24, 2021 SSURO was terminated by the EPA in part on August 3, 2021 with respect to the ElectroClave Device, and terminated in full by the EPA as of December 17, 2021.
39. Between May 18, 2020, and June 24, 2021, Respondent distributed, held for distribution, held for shipment, or shipped its products on multiple occasions in the United States. During this period, Respondent made pesticidal claims in connection with the sale and distribution of the products, as described in the June 24, 2021 SSURO (FIFRA-04-2021-0715), that were in violation of FIFRA. At no time between May 18, 2020, and June 24, 2021, were Respondent's products registered with the EPA as pesticides under Section 3 of FIFRA, 7 U.S.C. §136a. Therefore, each occasion that Respondent distributed, held for distribution, held for shipment, or shipped the products referenced above, constituted the sale or distribution of an unregistered pesticide in violation of FIFRA.

V. ALLEGED VIOLATIONS

40. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling and distributing unregistered pesticides described in paragraphs 24, 25 and 26 above, and is, therefore, subject to the assessment of civil penalties under Section 14 of FIFRA, 7 U.S.C. § 136l.
41. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), by offering for sale and selling and distributing the misbranded device ElectroClave UV Disinfection/Device Manager and is, therefore, subject to the assessment of a civil penalty under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
42. 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.

VI. STIPULATIONS

43. The issuance of this CAFO simultaneously commences and concludes this proceeding.
40 C.F.R. § 22.13(b).
44. 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.

45. 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; and
- (f) agrees to comply with the terms of this CAFO.

46. 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

- 47. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **THREE HUNDRED AND TWENTY-ONE THOUSAND DOLLARS (\$321,000.00)**, which is to be paid within thirty (30) calendar days of the Effective Date of this CAFO.
- 48. Payment shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and docket number for this matter shall be referenced on the face of the check. If Respondent sends payment by the U.S. Postal Service, the payment shall be addressed to:

United States Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

If Respondent sends payment by non-U.S. Postal express mail delivery, the payment shall be sent to:

U.S. Bank
Government Lockbox 979077
U.S. EPA Fines & Penalties
1005 Convention Plaza
Mail Station: SL-MO-C2-GL
St. Louis, Missouri 63101
Contact Number: (314) 425-1819

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read:
“D 68010727 Environmental Protection Agency”

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of US Treasury facility:
5700 Rivertech Court
Riverdale, Maryland 20737
Contact: Craig Steffen (513) 487-2091
REX (Remittance Express): 1-866-234-5681

49. Respondent shall send proof of payment, within 24 hours of payment of the civil penalty, to:

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov

and

Kanoelehua Ho
ho.kanoelehua@epa.gov

50. "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 the EPA requirements, in the amount due, and identified with the Facility name and Docket No. **FIFRA-04-2022-0732(b)**.
51. 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 the 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. If the civil penalty is paid within 30 days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within 30 days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the penalty and accrued Interest is paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b), and 40 C.F.R. § 13.11(a).
 - (b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) calendar 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. 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 cost incurred. 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.
52. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, pursuant to Section 14 (a)(5) of FIFRA 7 U.S.C. § 136/(a)(5), 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), 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, 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, 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. § 1367(a)(5).

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

VIII. EFFECT OF CAFO

54. 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.

55. Full payment of the civil penalty, as provided in Section VII (Terms of Payment), 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. 40 C.F.R. § 22.18(c),

56. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 14(a) of the Act, 42 U.S.C. § 1367(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 42 U.S.C. § 1367(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

57. 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.

58. 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 and substantial endangerment as provided under the Act.

59. 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.

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

61. 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.

62. 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.

63. 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.

64. 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.
65. 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.
66. The EPA also 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.
67. 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.
68. 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

69. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the 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 **Seal Shield, LLC**, Docket Number **FIFRA-04-2022-0732(b)** Is Hereby Stipulated, Agreed and Approved for Entry.

FOR RESPONDENT:


J. Andrew McCarthy, Jr. (Mar 15, 2023 10:15 EDT)

Signature

Mar 15, 2023

Date

Printed Name: J. Andrew McCarthy

Title: President and General Counsel

Address: 111 N. Magnolia Ave Suite 1025

Orlando, FL 32801

The foregoing Consent Agreement In the Matter of **Seal Shield, LLC**, Docket Number **FIFRA-04-2022-0732(b)** Is Hereby Stipulated, Agreed and Approved for Entry.

FOR COMPLAINANT:

Carol L. Kemker
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Seal Shield, LLC,

Respondent.

Docket No. **FIFRA-04-2022-0732(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.

The 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.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the Matter of **Seal Shield, LLC**, Docket No. **FIFRA-04-2022-0732(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: Michael T. Novak
 Partner
 Keller and Heckman LLP
 1001 G Street NW, Suite 500 West
 Washington, D.C. 20001
 (202) 434-4485
 novak@khlaw.com

To EPA: Kanoelehua Ho
 Life Scientist
 ho.kanoelehua@epa.gov

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