

**FILED**

**October 16, 2023**

**4:59PM**

**U.S. EPA REGION 7  
HEARING CLERK**

**U. S. ENVIRONMENTAL PROTECTION AGENCY  
REGION 7**

11201 RENNER BOULEVARD  
LENEXA, KANSAS 66219

**BEFORE THE ADMINISTRATOR**

**In the Matter of:**

**CBD American Shaman, LLC,**

**Respondent.**

)  
)  
)  
)  
)

**Docket No. FIFRA-07-2022-0142**

**CONSENT AGREEMENT AND FINAL ORDER**

**Preliminary Statement**

The U.S. Environmental Protection Agency, Region 7 (EPA or Complainant), and CBD American Shaman, 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 initiated pursuant to Section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136l and in accordance with the Consolidated Rules of Practice.

2. This Consent Agreement and Final Order serves as notice that EPA has reason to believe that Respondent has violated Section 12 of FIFRA, 7 U.S.C. § 136j.

**Parties**

3. Complainant, by delegation from the Administrator of EPA, the Regional Administrator of EPA Region 7, and the Director of the Enforcement and Compliance Assurance Division of EPA Region 7, is the Branch Chief of the Chemical Branch of EPA Region 7.

4. The Respondent is CBD American Shaman, LLC, a business in good standing under the laws of the state of Missouri and doing business in the states of Missouri and Kansas.

### Statutory and Regulatory Background

5. Congress enacted FIFRA 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. 7 U.S.C. 136 *et. seq.*

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 in any state to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, or whose registration has been cancelled or suspended.

7. 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.

8. 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.

9. 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 shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.

10. 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 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 \$21,805, for violations that occur after November 2, 2015, and for which penalties are assessed on or after January 12, 2022.

### General Factual Allegations

11. Respondent is, and at all times referred to herein was, a “person” within the meaning of FIFRA.

12. On or about June 16, 2021, the EPA conducted an inspection (“store inspection”) at Respondent’s facility located at 6933 W. 75<sup>th</sup> Street, Overland Park, Kansas.

13. On or about June 17, 2021, the EPA conducted an inspection (“headquarters inspection”) at Respondent’s facility located at 2405 Southwest Boulevard, Kansas City, Missouri.

14. At the store inspection, the EPA found the following unregistered pesticides were being offered for sale:

- (a) Shaman Cleansing Wash (2 oz),

- (b) Shaman Cleansing Wash (4 oz),
- (c) Shaman Cleansing Wash (32 oz), and
- (d) Shaman Cleansing Wash (1 gal).

15. At the headquarters inspection, the EPA found the following unregistered pesticides were being distributed, sold, and offered for sale:

- (a) Shaman Cleansing Wash (4 oz),
- (b) Shaman Cleansing Wash (32 oz),
- (c) Shaman Cleansing Wash (1 gal),
- (d) Shaman Cleansing Gel (8 oz), and
- (e) Shaman Cleansing Gel (1 gal).

### Allegations of Violations

16. The Complainant hereby states and alleges that Respondent has violated FIFRA and federal regulations promulgated thereunder, as follows:

#### Count 1

17. The facts stated in Paragraphs 11 through 15 above are herein incorporated.

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

19. The store inspection revealed that Respondent sold or distributed a quantity of Shaman Cleansing Wash (2 oz).

20. On the date of the sale and/or distribution of the pesticide product sold as Shaman Cleansing Wash (2 oz), the product was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

21. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

#### Count 2

22. The facts stated in Paragraphs 11 through 15 above are herein incorporated.

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

24. The store and headquarters inspections revealed that Respondent sold or distributed a quantity of Shaman Cleansing Wash (4 oz).

25. On the dates of the sale and/or distribution of the pesticide product sold as Shaman Cleansing Wash (2 oz), the product was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

26. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

Count 3

27. The facts stated in Paragraphs 11 through 15 above are herein incorporated.

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

29. The store and headquarters inspections revealed that Respondent sold or distributed a quantity of Shaman Cleansing Wash (32 oz).

30. On the dates of the sale and/or distribution of the pesticide product sold as Shaman Cleansing Wash (32 oz), the product was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

31. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

Count 4

32. The facts stated in Paragraphs 11 through 15 above are herein incorporated.

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

34. The store and headquarters inspections revealed that Respondent sold or distributed a quantity of Shaman Cleansing Wash (1 gal).

35. On the dates of the sale and/or distribution of the pesticide product sold as Shaman Cleansing Wash (1 gal), the product was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

36. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

Count 5

37. The facts stated in Paragraphs 11 through 15 above are herein incorporated.

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

39. The headquarters inspection revealed that Respondent sold or distributed a quantity of Shaman Cleansing Gel (8 oz).

40. On the date of the sale and/or distribution of the pesticide product sold as Shaman Cleansing Gel (8 oz), the product was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

41. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

Count 6

42. The facts stated in Paragraphs 11 through 15 above are herein incorporated.

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

44. The headquarters inspection revealed that Respondent sold or distributed a quantity of Shaman Cleansing Gel (1 gal).

45. On the date of the sale and/or distribution of the pesticide product sold as Shaman Cleansing Gel (1 gal), the product was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

46. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

**CONSENT AGREEMENT**

47. 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 Consent Agreement.

48. Respondent consents to the issuance of this Consent Agreement and Final Order and consents for the purposes of settlement to the payment of the civil penalty specified herein and to completion of the Supplemental Environmental Project (SEP) described below.

49. Respondent and EPA agree to the terms of this Consent Agreement and Final Order and Respondent agrees to comply with the terms specified herein.

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

51. Respondent consents to receiving the filed Consent Agreement and Final Order electronically at the following e-mail address: *nporto@portolaw.com*.

### **Penalty Payment**

52. Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a civil penalty of one hundred and twenty thousand, seven hundred and twenty dollars (\$120,720), as set forth below, and shall perform a Supplemental Environmental Project (SEP) as set forth in this Consent Agreement and Final Order. The projected cost of the SEP is two hundred and fifty thousand dollars (\$250,000). The SEP is further described below.

53. EPA has considered the appropriateness of the penalty pursuant to Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), and has determined that based on substantiated ability to pay information, the appropriate penalty for the violations is \$120,720 to be paid in installments. Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a civil penalty of \$120,720, plus interest of one thousand, six hundred and fifty-six dollars (\$1,656) over a period of 12 months for a total payment of [penalty + interest] one hundred and twenty-two thousand, three hundred and seventy-six dollars (\$122,376). The total payment shall be paid in monthly payments of ten thousand, one hundred and ninety-eight dollars (\$10,198).

The first payment must be received at the address below within thirty (30) days of the effective date of the Final Order. Each subsequent payment shall be paid thirty (30) days after the previous payment. Each penalty 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  
P.O. Box 979078  
St. Louis, Missouri 63197-9000

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

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

Regional Hearing Clerk  
[R7\\_Hearing\\_Clerk\\_Filings@epa.gov](mailto:R7_Hearing_Clerk_Filings@epa.gov); and

Katherine Kacsur, Attorney  
[kacsur.katherine@epa.gov](mailto:kacsur.katherine@epa.gov)

55. 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 (6) percent 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).

### **Supplemental Environmental Project**

56. In response to the alleged violations of FIFRA and in settlement of this matter, although not required by FIFRA or any other federal, state, or local law, Respondent shall complete the SEP described in this Consent Agreement and Final Order, which the parties agree is intended to secure significant environmental or public health protection and improvement.

57. Respondent shall complete the following SEP: Respondent has selected Care Beyond the Boulevard (the "Recipient") to be the recipient of COVID-19 response items, personal protective equipment, and other medical items, such as COVID-19 tests, hand sanitizer, antiseptic wipes, masks, gloves, thermometers, etc. Any pesticides purchased by Respondent must be properly registered with the EPA and must comply with all requirements of FIFRA. The Recipient will use these items in providing free medical care to homeless and under-served

populations of Kansas City. Respondent will provide \$50,000 worth of items every year for five consecutive years. The first contribution must be made within 30 days of the Effective Date of this Consent Agreement and Final Order, and thereafter annually by the anniversary of the Effective Date of this Consent Agreement and Final Order.

58. The approximate cost of the SEP is \$250,000. Respondent shall spend no less than \$250,000 on implementing the SEP. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Progress Reports and SEP Completion Report. If Respondent's implementation of the SEP does not expend the full amount set forth in this paragraph, and if EPA determines that the amount remaining reasonably could be applied toward purchasing and donating COVID-19 response items, personal protective equipment, and other medical items, Respondent will identify other organization(s) which serves a similar function as the organization described in the previous paragraph and donate the materials also described in the previous paragraph to it/them.

59. Respondent agrees that the SEP shall be completed within four (4) years of the Effective Date of this Consent Agreement and Final Order, with the final contribution made in the year 2027.

60. Respondent has selected Care Beyond the Boulevard to receive SEP products/materials. The EPA had no role in the selection of any SEP implementer, SEP recipient, or specific products/materials identified in the SEP, nor shall this CAFO be construed to constitute EPA approval or endorsement of any SEP implementer, SEP recipient, or specific products/materials provided pursuant to the SEP or identified in this CAFO.

61. The SEP is consistent with applicable EPA policy and guidelines, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy (March 10, 2015).

62. The SEP advances at least one of the objectives of FIFRA by promoting the safe and lawful use of antimicrobial pesticides, as well as contributing to the betterment of human health. The SEP is not inconsistent with any provision of FIFRA. The SEP relates to the alleged violations and is designed to reduce the overall risk to public health and/or the environment potentially affected by the alleged violations. Specifically, the SEP will promote the use of disinfectant products in a safe and effective manner and will aid in prevention of COVID-19 and other illnesses. Respondent produced and distributed its unregistered disinfectant products in response to the COVID-19 pandemic.

63. Within sixty (60) days of the Effective Date of this Consent Agreement and Final Order, and annually thereafter for a period of four (4) years, Respondent shall submit SEP Progress Reports to the EPA contact identified in Paragraph 66 below. The fifth report, to be due in 2027, will be considered a SEP Completion Report (collectively, the reports will be referred to as "the SEP Progress Reports"). SEP Progress Reports are due annually by the anniversary of the Effective Date of this Consent Agreement and Final Order. The SEP Progress Reports shall be subject to EPA review and approval as provided in Paragraph 67 below. The SEP Progress Reports shall contain the following information:



- (a) Detailed description of the SEP as implemented, including:
  - a. Documentation of costs and copies of all purchase and delivery orders,
  - b. Dates of donations and specific items donated on each date, and
  - c. Confirmation from Recipient of receipt of items;
- (b) Description of any problems encountered in implementation of the projects and the solution thereto;
- (c) Description of the specific environmental and/or public health benefits resulting from implementation of the SEP; and
- (d) Only for the fifth and final report, certification that the SEP has been fully implemented thus far pursuant to the provisions of this Consent Agreement and Final Order.

64. In itemizing its costs in the SEP Progress Reports, Respondent shall clearly identify and provide acceptable documentation for all SEP costs. For purposes of this paragraph, “acceptable documentation” includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Cancelled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

65. The SEP Progress Reports shall include the statement of Respondent, through an officer, signed and certifying under penalty of law the following:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

66. The SEP Progress Reports shall be submitted on or before the due date specified above to:

Katherine Kacsur  
Attorney-Adviser, Chemical Branch  
Office of Regional Counsel  
*kacsur.katherine@epa.gov*  
U.S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219.

or, upon written notice by the EPA to Respondent, to a different person identified by the EPA.

67. The SEP Progress Reports shall be reviewed in accordance with the procedures outlined in this paragraph. EPA will review the SEP Completion Report and may approve, approve with modifications, or disapprove and provide comments to Respondent. If the SEP Completion Report is disapproved with comments, Respondent shall incorporate EPA's comments and resubmit the SEP Completion Report within thirty (30) days of receipt of EPA's comments. If Respondent fails to revise the SEP Completion Report in accordance with EPA's comments, Respondent shall be subject to the stipulated penalties as set forth below.

68. Respondent certifies the truth and accuracy of each of the following:

- (a) That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that the Respondent in good faith estimates that the cost to implement the SEP is \$250,000;
- (b) That, as of the date of executing this CAFO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- (c) That the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;
- (d) That Respondent has not received and will not have received credit for the SEP in any other enforcement action;
- (e) That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
- (f) That for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;
- (g) That the Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 57; and
- (h) That Respondent has inquired of the Recipient whether it is party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the Recipient that it is not a party to such a transaction.

69. Any public statement, oral or written, in print, film, or other media, made by Respondent or a representative of Respondent making reference to the SEP under this CAFO from the date of its execution of this CAFO shall include the following language: “This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the federal laws.”

70. Stipulated penalties for failure to satisfactorily complete SEP.

- (a) Except as provided in subparagraphs (b) and (c) below, if Respondent fails to satisfactorily complete the requirements regarding the SEP specified in this Section by the deadlines in Paragraph 57 Respondent agrees to pay, in addition to the civil penalty in Paragraph 53, the following per day per violation stipulated penalty for each day the Respondent is late meeting the applicable SEP requirement:
  - (i) \$250 per day for days 1-30;
  - (ii) \$300 per day for days 31 – 60;
  - (iii) \$500 per day for days 61 and above.
- (b) If Respondent fails to timely submit any SEP reports, such as those referred to in Paragraphs 63 through 67, in accordance with the timelines set forth in this CAFO, Respondent agrees to the following per day stipulated penalty for each day after the report was due until Respondent submits the report in its entirety:
  - (i) \$100 per day for days 1-30;
  - (ii) \$150 per day for days 31 – 60;
  - (iii) \$300 per day for days 61 and above.
- (c) If Respondent does not satisfactorily complete the SEP, including spending the minimum amount on the SEP set forth in Paragraph 58 above, Respondent shall pay a stipulated penalty to the United States in the amount of \$287,500. “Satisfactory completion” of the SEP is defined as Respondent spending no less than \$250,000 to purchase and donate equipment and materials as set forth in this Section.
- (d) The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
- (e) Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity or other resolution under this Consent Agreement and Final Order.
- (f) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of the Penalty Payment Section above. Interest and late charges shall be paid as stated in Paragraph 55 herein.

- (g) Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.
- (h) EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement and Final Order.

### **Effect of Settlement and Reservation of Rights**

71. 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 FIFRA or any other applicable law.

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

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

74. 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 FIFRA and regulations promulgated thereunder.

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

76. Nothing contained in this Consent Agreement and Final Order shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local environmental statutes and regulations and applicable permits.

### **General Provisions**

77. 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 he or she represents to this Consent Agreement.

78. 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 filing by the Regional Hearing Clerk for EPA, Region 7. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

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

80. 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.

81. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of all parties and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements between the parties modifying the SEP schedules described above. The Chemical Branch manager in the Office of Regional Counsel shall have the authority to extend the deadlines described above for good cause."

**RESPONDENT**

**CBD American Shaman, LLC**

Leigh Geither  
Signature

10/03/2023  
Date

Leigh Geither  
Printed Name

CEO  
Title

**COMPLAINANT**

**U. S. Environmental Protection Agency**

---

David Cozad  
Director  
Enforcement and Compliance Assurance Division

---

Date

---

Katherine Kacsur  
Office of Regional Counsel

---

Date

**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.

IT IS SO ORDERED.

---

Karina Borromeo  
Regional Judicial Officer

---

Date



**CERTIFICATE OF SERVICE**  
(For EPA use only.)

I certify that that a true and correct copy of the foregoing Consent Agreement and Final Order in the matter of CBD American Shaman, LLC, EPA Docket No. FIFRA-07-2022-0142, was sent this day in the following manner to the addressees:

Copy via Email to Complainant:

Katherine Kacsur  
Office of Regional Counsel  
*kacsur.katherine@epa.gov*

Mark Leshner  
Enforcement and Compliance Assurance Division  
*lesher.mark@epa.gov*

Milady Peters  
Office of Regional Counsel  
*peters.Milady@epa.gov*

Copy via Email to Respondent:

Nick Porto  
Attorney & Registered Agent  
*nporto@portolaw.com*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signed