

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Apr 04, 2024

6:02 am

U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

U-Spray, Inc.

Respondent.

Docket No. FIFRA-04-2023-0732(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 (FIFRA or the Act), as amended, 7 U.S.C. § 136l(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the 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 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 (EPA or Agency) to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
5. Respondent is U-Spray, Inc. (U-Spray), a company doing business in the State of Georgia. This proceeding pertains to Respondent's facility located at 4653 Stone Mountain Highway, Lilburn, Georgia 30047 (Facility).

III. GOVERNING LAW

6. The term "label" is defined in Section 2(p) of FIFRA, 7 U.S.C. § 136(p), to mean the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.
7. The term "labeling" is defined in Section 2(p) of FIFRA, 7 U.S.C. § 136(p), 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.
8. The term "person" is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
9. The term "pest" is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t), to mean 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 micro-organisms 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).
10. The term "pesticide" is defined in 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.
11. Pursuant to Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), a pesticide is "misbranded" if the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under Section 3(d) of the Act, are adequate to protect health and the environment.
12. Pursuant to Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), it is unlawful for any person to distribute or sell to any person any pesticide that is misbranded.
13. Pursuant to 40 C.F.R. § 152.50, each application for pesticide registration must include draft labeling which will be reviewed for adequacy pursuant to 40 C.F.R. § 152.108. Pursuant to 40 C.F.R. § 152.112(f), the EPA will approve a registration application if, in part, the EPA has determined that the product is not misbranded as that term is defined in Section 2(q) of FIFRA and 40 C.F.R. Part 156, and that its labeling and packaging comply with the applicable requirements of FIFRA and 40 C.F.R. Parts 152, 156, and 157.
14. Pursuant to 40 C.F.R. § 152.130, a registrant may distribute or sell a registered product with the composition, packaging, and labeling currently approved by the EPA.
15. The term "to distribute or sell" is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to mean to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, or to release for shipment, or receive and (having so received) deliver or offer to deliver.
16. Pursuant to 40 C.F.R. § 152.3, "to distribute or sell" is further defined to mean 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. Pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a, pesticides that are sold or distributed in the United States are required to be registered with the EPA.

17. 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.
18. Pursuant to 40 C.F.R. § 152.15, no person may distribute or sell any pesticide product that is not registered under the Act, except as provided in 40 C.F.R. §§ 152.20, 152.25, and 152.30. 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:
 - (a) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise):
 - i. That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or
 - ii. That the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide; or
 - (b) The substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than:
 - i. use for pesticidal purpose (by itself or in combination with any other substance);
 - ii. 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.
19. Pursuant to 40 C.F.R. § 152.3, "pesticide product" means a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or intended to be, distributed or sold. The term includes any physical apparatus used to deliver or apply the pesticide if distributed or sold with the pesticide.
20. Section 14(a) of FIFRA, 7 U.S.C. § 136(a), in conjunction with 40 C.F.R. Part 19, Adjustments of Civil Monetary Penalties for Inflation, authorizes the assessment of a civil penalty for violations of the Act.

IV. FINDINGS OF FACTS

21. Respondent is a "person" as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.
22. An inspection was conducted at Respondent's Facility by an authorized representative of the EPA on June 15, 2021, to determine Respondent's compliance with FIFRA.
23. During the inspection, the inspector learned that Respondent operated several websites through which Respondent might have been selling or distributing pesticides. On January 31, 2023, the EPA conducted a review of three of Respondent's websites including, but not limited to, www.bugspray.com, www.bugspray.net, and www.bugspraycart.com, and observed that

Respondent was offering pesticides for sale through the add-to-cart feature on each website. The website www.bugspray.net generally appears to redirect customers to www.bugspray.com for the purchase of pesticide products.

24. A review of the labels and labeling for various products observed on the U-Spray websites identified above showed that three of the products being offered for sale by U-Spray appeared to be unregistered pesticides and four of the products being offered for sale appeared to be misbranded pesticide products as follows:

Unregistered Pesticides

- (a) "Hospital Disinfectant": This product was offered for sale as a disinfectant that is "Designed for strong virus and bacteria." The website displayed a link to a label for a product named "Aero Hospital Surface Disinfectant Spray" which appeared to be the same product as "Hospital Disinfectant," which was displayed in a picture of a can labeled "Hospital Disinfectant," although the labels for the two displayed products did not match. These products - "Aero Hospital Surface Disinfectant Spray" and/or "Hospital Disinfectant," whether one or two products, made pesticidal claims indicating that the products were intended for pesticidal purposes and use, and therefore, at the time both products were being offered for sale, they were pesticides. Neither product has been registered as a pesticide with the EPA as required by Section 3 of FIFRA.
- (b) "Coyote Urine Repellent and Guards": This product was offered for sale as a repellent with the claim: "Whether you're trying to hide from an animal while hunting or keep your property clear of small rodents, coyote urine can be a great tool!" This product was intended for a pesticidal purpose and therefore was a pesticide at the time it was being offered for sale. This product has not been registered as a pesticide with the EPA as required by Section 3 of FIFRA.
- (c) "Demon" (formerly EPA Reg. No. 100-990): This is a previously registered pesticide product whose registration was cancelled in 2013; however, it was being offered for sale on one or more of Respondent's websites. This product is no longer registered with the EPA; therefore, this product is an unregistered pesticide.

Misbranded Pesticides

The labels posted on Respondent's websites for the following five registered pesticides did not match the EPA-approved labels for those products. More specifically, the labels on the websites left out entire sections or portions of sections from, and/or added unapproved language to, the EPA-approved labels including, among other items, precautionary statements and warnings, use restrictions, directions for use, and storage and disposal:

- (d) "Steri-Fab" (EPA Reg. No. 397-13): The label that appeared on U-Spray's websites for Steri-Fab was missing and/or had revised or added language that differed from the EPA-approved label in the following sections of the label: precautionary statements and warnings regarding hazards to humans and domestic animals; chemical and environmental hazards; requirements for personal protective equipment (PPE); user safety requirements and user safety recommendations; certain directions for use; and

storage and disposal requirements. Therefore, this pesticide was misbranded.

- (e) "Mosquito Dunks" (EPA Reg. No.6218-47): The label that appeared on U-Spray's websites for Mosquito Dunks was missing certain language and/or had revised or added language in the directions for use and general use sections of the label that differed from the EPA-approved label. Therefore, this product was misbranded.
- (f) "Mosquito BT Granules" (EPA Reg. No. 6218-73): The label that appeared on U-Spray's websites for Mosquito BT Granules was missing certain language and/or had revised or added language in the storage and disposal, general use, and directions for use sections of the label that differed from the EPA-approved label. Therefore, this product was misbranded.
- (g) "Viper" (EPA Reg. No. 53883-27): The label listed on U-Spray's websites for Viper was missing certain language and/or had revised or added language in the storage and disposal, general use, directions for use, and precaution statement sections of the label that differed from the EPA-approved label. Therefore, this product was misbranded.
- (h) "Giant Destroyer" (EPA Reg. No.10551-1): The label listed on U-Spray's websites for Giant Destroyer was missing certain language and/or had revised or added language in the ingredient statement, precaution statement, and directions for use sections of the label that differed from the EPA-approved label. Therefore, this product was misbranded.

25. The foregoing facts show that at the time of the EPA's website review on January 31, 2023, U-Spray was offering for sale on its websites, and therefore "distributing or selling" unregistered and misbranded pesticides within the meaning of Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), and 40 C.F.R. § 152.3.

V. ALLEGED VIOLATIONS

26. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by "distributing or selling" the unregistered pesticides, Hospital Disinfectant, Coyote Urine Repellent and Guards, and Demon (cancelled EPA Reg. No. 100-990), as described in Section IV above.
27. The EPA alleges that Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), by "distributing or selling" the misbranded pesticides Steri-Fab (EPA Reg. No. 397-13), Mosquito Dunks (EPA Reg. No.6218-47), Mosquito BT Granules (EPA Reg. No. 6218-73), Viper (EPA Reg. No. 53883-27), and Giant Destroyer (EPA Reg. No.10551-1) as described in Section IV above.

VI. STIPULATIONS

28. The issuance of this CAFO simultaneously commences and concludes this proceeding.
See 40 C.F.R. § 22.13(b).
29. 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.

30. 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.

31. 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

32. In accordance with the Act, the EPA has determined that **TWENTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$22,480.00)** is an appropriate civil penalty to settle this action. Based on Respondent's certified statement that payment of the penalty within thirty (30) days of the Effective Date of the CAFO would cause a financial hardship, the EPA has agreed to allow the following payment plan which Respondent hereby consents to:

(a) The civil penalty will be paid in two (2) installments in order to complete payment of the entire civil penalty including interest. Including the civil penalty and interest, the total amount that will be paid upon completion of all payments will be \$22,648.60. The first payment is due within thirty (30) days of the Effective Date of this CAFO, which is upon filing with the Regional Hearing Clerk. Respondent's second payment shall be due one-hundred and eighty (180) days from said Effective Date.

(b) Respondent shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made no later than	Principal Amount U.S. Dollar	Interest Amount U.S. Dollar	Total Payment Amount U.S. Dollar
1	Thirty (30) days following the Effective Date of this CAFO.	\$11,240.00	\$ -	\$ 11,240.00
2	One-hundred and eighty (180) days following the Effective Date of this CAFO.	\$11,240.00	\$ 168.60	\$ 11,408.60

(c) If Respondent fails to make one of the installment payments in accordance with the schedule set forth above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall pay a non-payment penalty and other charges as described below in Paragraph 35 in the event of any such failure or default.

(d) Further, if Respondent fails to pay the installment payments in accordance with the schedule set forth above, the EPA may take action as set forth below in Paragraph 36.

(e) Notwithstanding Respondent's agreement to pay the assessed civil penalty in accordance with the installment schedule set forth above, Respondent may pay the entire civil penalty of **\$22,480.00** within thirty (30) days of the Effective Date of this CAFO and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with interest accrued up to the date of such full payment.

33. Payment(s) 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 standard U.S. Postal Service delivery, the payment shall be addressed to:

United States Environmental Protection Agency
P.O. Box 979078

St. Louis, Missouri 63197-9000

If Respondent sends payment by non-standard mail delivery (e.g., FedEx, DHL, UPS, USPS certified, registered, etc.), the payment shall be sent to:

U.S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, MO 63045

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
Beneficiary: 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
Remittance Express (REX): 1-866-234-5681

34. Respondent shall send proof of each payment within twenty-four (24) hours of payment of the civil penalty to:

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov

and

Kimberly Tonkovich
Enforcement and Compliance Assurance Division
Chemical Safety Land Enforcement Branch
tonkovich.kimberly@epa.gov

35. "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 EPA requirements, in the amount due, and identified with the Facility name and Docket No FIFRA-

04-2023-0732(b). 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 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 thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (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) 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. See 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 costs incurred. See 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.

36. 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) (see 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 (see 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 (see 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. § 136/(a)(5).

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

VIII. EFFECT OF CAFO

38. 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.
39. In accordance with 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall satisfy the requirements of this CAFO; but 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. 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. § 136l(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 42 U.S.C. § 136l(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
41. 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.
42. 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 hazard as provided under the Act.
43. 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.
44. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
45. 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.
46. 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.
47. 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.

48. 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.
49. 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.
50. The EPA 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.
51. 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.
52. 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

53. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional 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 **U-Spray, Inc.**, Docket Number **FIFRA-04-2023-0732(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:


Signature _____ Date 3-17-24

Printed Name: JONATHAN SCHAEFER

Title: PRESIDENT

Address: 4653 STONE MOUNTAIN HWY
LILBURN GA 30049

The foregoing Consent Agreement In the Matter of **U-Spray, Inc.**, Docket Number **FIFRA-04-2023-0732(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Acting Director
Enforcement and Compliance Assurance
Division U.S. Environmental Protection Agency,
Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

U-Spray, Inc.

Respondent.

Docket No. **FIFRA-04-2023-0732(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.

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.

Tahya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **U-Spray, Inc.**, Docket No. **FIFRA-04-2023-0732(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:

Jonathan Schaefer
U-Spray, Inc.
order@bugspray.com

To EPA:

Kimberly Tonkovich
Life Scientist
tonkovich.kimberly@epa.gov

Robert Caplan
Senior Attorney
caplan.robert@epa.gov

Shannon L. Richardson, Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov