

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Jun 10, 2025

5:10 am

U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

Worthy Promotional Products, LLC

Respondent.

Docket No. **FIFRA-04-2025-3004(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 Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 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, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA 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 Worthy Promotional Products, LLC (Worthy), a limited liability company doing business in the State of Alabama. This proceeding pertains to Respondent's facility located at 1700 Central Plank Road, Wetumpka, Alabama 36092 (Facility).

III. GOVERNING LAW

6. 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).
7. 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.
8. The term “label” is defined in Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), to mean the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.
9. The term “labeling” is defined in Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), 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.
10. 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.
11. Pursuant to 40 C.F.R. § 167.3, “pesticidal product” means a pesticide, active ingredient, or device.
12. The term “antimicrobial pesticide” is defined in Section 2(mm) of FIFRA, 7 U.S.C. § 136(mm), to mean 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.
13. Pursuant to 40 C.F.R. § 152.5(d), an organism is declared to be a pest under circumstances that make it deleterious to man or the environment, if it is: any fungus, bacterium, virus, prion, or other microorganism, except for those on or in living man or other living animals and those on or in processed food or processed animal feed, beverages, drugs (as defined in Section 201(g)(1) of the Federal Food, Drug, and Cosmetic Act (FFDCA), 21 U.S.C. § 321(g)(1)) and cosmetics (as defined in Section 201(i) of the FFDCA, 21 U.S.C. § 321(i)).
14. Pursuant to 40 C.F.R. § 158.2203, “disinfectant” means a substance, or mixture of substances, that destroys or irreversibly inactivates bacteria, fungi and viruses, but not necessarily bacterial spores, in the inanimate environment.
15. Pursuant to 40 C.F.R. § 158.2203, “sanitizer” means a substance, or mixture of substances, that reduces the bacteria population in the inanimate environment by significant numbers but does not destroy or eliminate all bacteria.
16. 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, release for shipment, or receive and (having so received) deliver or offer to deliver.

17. Pursuant to 40 C.F.R. § 152.3, “distribute or sell” and other grammatical variations of the term such as “distributed or sold” and “distribution or sale,” 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.
18. The term “registrant” is defined in Section 2(y) of FIFRA, 7 U.S.C. § 136(y), to mean a person who has registered any pesticide pursuant to the provisions of the Act.
19. Pursuant to Section 7(a) of FIFRA, 7 U.S.C. § 136e(a), no person shall produce any pesticide in any state unless the establishment in which it is produced is registered with the Administrator of the EPA.
20. The term “establishment” is defined in Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), and 40 C.F.R. § 167.3, to mean any place where a pesticide or device or active ingredient used in producing a pesticide is produced, or held, for distribution or sale.
21. 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.
22. 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.
23. 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.
24. 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).
 - (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.
25. Pursuant to 40 C.F.R. §§ 152.132(a)-(d), the registrant may distribute or sell his registered product under another person’s name and address instead of (or in addition to) his own. Such distribution

and sale is termed “supplemental distribution” and the product is referred to as a “distributor product.” The distributor is considered an agent of the registrant for all intents and purposes under the Act and both the registrant and the distributor may be held liable for violations pertaining to the distributor product. Supplemental distribution is permitted upon notification to the EPA if all the following conditions are met:

- (a) The registrant has submitted to the Agency for each distributor product a statement signed by both the registrant and the distributor listing the names and addresses of the registrant and the distributor, the distributor’s company number, the additional brand name(s) to be used, and the registration number of the registered product.
- (b) The distributor product is produced, packaged, and labeled in a registered establishment operated by the same producer (or under contract in accordance with 40 C.F.R. § 152.30) who produces, packages, and labels the registered product.
- (c) The distributor product is not repackaged (remains in the producer’s unopened container).
- (d) The label of the distributor product is the same as that of the registered product, except that:
 - (1) The product name of the distributor product may be different (but may not be misleading);
 - (2) The name and address of the distributor may appear instead of that of the registrant;
 - (3) The registration number of the registered product must be followed by a dash, followed by the distributor’s company number (obtainable from the Agency upon request);
 - (4) The establishment registration number must be that of the final establishment at which the product was produced; and
 - (5) Specific claims may be deleted, provided that no other changes are necessary.

26. 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

27. Respondent is a “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and is subject to FIFRA and the regulations promulgated thereunder.
28. On or about June 6, 2023, the EPA conducted an inspection at Respondent’s Facility for the purpose of evaluating Worthy’s compliance with FIFRA.
29. During the inspection, the EPA obtained evidence that Worthy was holding in its inventory approximately 108,000 units of a pesticide product named “The OhSo Co. Multi-Surface Cleaner + Disinfectant Spray” (OhSo Disinfectant Spray). The inspectors took photographs of the label affixed to the OhSo Disinfectant Spray product as it appeared during the inspection.
30. On June 20, 2023, Respondent provided the EPA with copies of an invoice and border crossing slips showing Respondent’s purchase and importation of OhSo Disinfectant Spray on one or more

occasions between October 2020 and November 2020.

31. The label affixed to the OhSo Disinfectant Spray product made multiple pesticidal claims, including but not limited to: "Kills SARS-CoV-2, which causes COVID-19," "Kills 99.9% of Bacteria and Viruses," and "Cleaning + Disinfecting." The inclusion of the term "disinfectant" in the name of the product is also a pesticidal claim and indicated that the product was intended for a pesticidal purpose.
32. The label on the OhSo Disinfectant Spray included what appears to be a distributor product number "EPA Reg. No. 1839-167-82265." There is an EPA-registered pesticide called "BTC 885 Neutral Disinfectant Cleaner – 256" registered to Stepan Company as EPA Reg. No. 1839-167. In order for OhSo Disinfectant Spray to be a distributor product under FIFRA, Stepan Company would have had to submit to the EPA a statement signed by Stepan and the distributor providing certain information including the distributor's company number. The distributor product would be given a registration number that consists of the registration number assigned to Stepan's product (EPA Reg. No 1839-167) followed by a dash and the distributor's company number. A search of the EPA databases did not find that the number "82265," appended to the purported registration number on the label for OhSo Disinfectant Spray, is a company number assigned by the EPA to Worthy or to any other pesticide producing company.
33. A search of the EPA databases did not find any record of the EPA having received a supplemental distributor statement from the Stepan Company signed by both Stepan and Worthy for the BTC 885 Neutral Disinfectant Cleaner – 256. Separately, the EPA was notified by Stepan Company that it had never entered into any such distributor arrangement with Worthy that would have allowed for Worthy to sell Stepan's registered product under a different name as a distributor product.
34. A search of the EPA databases did not find that OhSo Disinfectant Spray was a registered pesticide with the EPA Registration No. 1839-167-82265.
35. On March 11, 2024, Respondent provided the EPA with a statement that it had sold the OhSo Disinfectant Spray product on at least one occasion between October 2020 and March 2021. Based on the claims appearing on the label of the OhSo Disinfectant Spray product as described above, the product was intended for a pesticidal purpose in accordance with 40 C.F.R. § 152.15 and was, therefore, a pesticide as that term is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u). Therefore, in order for the product to be sold or distributed, it was required to be registered with the EPA pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a. The Ohso Disinfectant Spray product is not, and has never been, registered as a pesticide with the EPA.
36. On or about September 5, 2023, the EPA conducted a review of Respondent's website (https://worthypromo.com/sanitizer_hand_wipes_antibacterial/) and found "Sanitizer Hand Wipes Antibacterial" being advertised and offered for sale. The website stated: "Sometimes you get gross stuff on your hands, and sometimes there's gross stuff where you want to be. These wipes are here to help solve both of those problems. Use them to wipe clean your hands or mouth, as well as dirty surfaces..." Additionally, the website made the following claims: "Kills 99.9% of Germs" and "For Use on Skin (Hands & Face), Surfaces." The website included a link to an online seller to purchase the product.

37. On or around March 27, 2024, the EPA conducted a second review of Respondent's website (<https://worthypromo.com/4-piece-gift-set-w-branded-clear-bag-2/>) and found "Sanitizer Hand Wipes Antibacterial" being advertised and offered for sale, as part of a multi-pack of personal care products. The website stated that the wipes were "Sanitizing Hand Wipes for Skin and Surfaces." The website included a link to an online seller to purchase the product.
38. Due to the use of the terms "sanitizer" and "antibacterial" in the product name, and the claim that the product could be used on surfaces, the EPA alleges that the product was intended for a pesticidal purpose pursuant to 40 C.F.R. § 152.15, and was, therefore, a "pesticide" as that term is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u). At the time of the aforementioned website reviews, the Sanitizer Hand Wipes Antibacterial product was not registered as a pesticide with the EPA.

V. ALLEGED VIOLATIONS

39. 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 pesticide OhSo Disinfectant Spray by importing it on at least one occasion between October and November 2020, and by selling it on at least one occasion between October 2020 and March 2021, as described in Section IV of this CAFO.
40. 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, including offering for sale, the unregistered pesticide Sanitizer Hand Wipes Antibacterial on at least two occasions, including September 5, 2023, and March 27, 2024, as described in Section IV of this CAFO.

VI. STIPULATIONS

41. The issuance of this CAFO simultaneously commences and concludes this proceeding.
40 C.F.R. § 22.13(b).
42. 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.

43. 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) 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;
- (e) waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement;
- (f) 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; and
- (g) agrees to comply with the terms of this CAFO.

44. 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

45. Based on Respondent's substantiated ability to pay claim, and in accordance with the Act, the EPA has determined that **TWENTY-THOUSAND, SEVEN-HUNDRED DOLLARS (\$20,700.00)**, is an appropriate civil penalty to settle this action, which Respondent consents to pay as follows:

- (a) The civil penalty will be paid in two 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 **\$21,062.25**. 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 subsequent payment shall

thereafter be due 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		Interest Amount		Total Payment Amount	
1	Thirty (30) days following the Effective Date of this CAFO.	U.S.	\$10,350.00	U.S.	0.00	U.S.	\$10,350.00
2	One-hundred and eighty (180) days following the Effective Date of this CAFO.	U.S.	\$10,350.00	U.S.	\$362.25	U.S.	\$10,712.25

(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 49 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 50.

(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 **TWENTY-THOUSAND, SEVEN HUNDRED DOLLARS (\$20,700.00)** 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.

46. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. FIFRA **FIFRA-04-2025-3004(b)**.

47. 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

Deborah Ortiz
Chemical Safety and Land Enforcement Branch
Enforcement and Compliance Assurance Division
ortiz.deborah@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

48. "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 Respondent's name and Docket No. **FIFRA-04-2025-3004(b)**.
49. 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. Any portion of the civil penalty paid within thirty (30) days of the Effective Date of this CAFO shall have the interest waived. However, for any portion of the civil penalty not paid within thirty (30) days of the Effective Date of this CAFO, interest will accrue from the Effective Date of this CAFO until the unpaid portion of the penalty and accrued interest are 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. 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.

50. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, 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).

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

VIII. EFFECT OF CAFO

- 52. 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.
- 53. 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.
- 54. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 14(a) of the Act, 7 U.S.C. § 136/(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 7 U.S.C. § 136/(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
- 55. 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.

56. 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.
57. 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.
58. 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.
59. Any change in the legal status of 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.
60. 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.
61. 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.
62. 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.
63. 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.
64. 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.
65. 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.

66. 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

67. 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 **Worthy Promotional Products, LLC**, Docket Number **FIFRA-04-2025-3004(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Allie Worthy
Signature

5-29-25
Date

Printed Name: Allie Worthy

Title: General Counsel

Address: 1700 Central plank rd.
Wetumpka, AL 36092

The foregoing Consent Agreement, In the Matter of **Worthy Promotional Products, LLC**, Docket Number **FIFRA-04-2025-3004(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Worthy Promotional Products, LLC,

Respondent.

Docket No. **FIFRA-04-2025-3004(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.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Worthy Promotional Products, LLC**, Docket No. **FIFRA-04-2025-3004(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: Alexandra Worthy
General Counsel/Human Resources
Worthy Promotional Products, LLC
allie@worthypromo.com
(334) 541-4070

To EPA: Deborah Ortiz
Physical Scientist
ortiz.deborah@epa.gov
(404) 562-8230

Joshua Lee
Attorney
lee.joshua@epa.gov
(404) 562-9255

Robert Caplan
Senior Attorney
caplan.robert@epa.gov
(404) 562-9520

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