

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Sep 23, 2024

10:00 am

U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

FG International, LLC

Respondent.

Docket No. **FIFRA-04-2024-3007(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 the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA or Agency), 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 FG International, LLC (Respondent or FGI), a limited liability company doing business in the State of Georgia. This proceeding pertains to Respondent's facility located at 33717 GA Highway 23, Collins, Georgia, 30421 (Facility).

III. GOVERNING LAW

6. 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.
7. 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.
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. The term "pesticide product" is defined in 40 C.F.R. § 152.3 to mean a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is 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.
12. The term "producer" is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean the person who manufactures, prepares, compounds, propagates, or processes any pesticide or device or active ingredient used in producing a pesticide.
13. 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.
14. 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.
15. Pursuant to 40 C.F.R. § 152.3, "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.

16. 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.
17. 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.
18. Pursuant to Section 8(b) of FIFRA, 7 U.S.C. § 136f(b), for the purposes of enforcing the provisions of this Act, any producer, distributor, carrier, dealer, or any other person who sells or offers for sale, delivers or offers for delivery any pesticide or device subject to this Act, shall, upon request of any officer or employee of the EPA or of any State or political subdivision, duly designated by the Administrator, furnish or permit such person at all reasonable times to have access to, and to copy all records showing the delivery, movement, or holding of such pesticide or device.
19. 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.
20. 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.
 - (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); or
 - ii. Use for manufacture of a pesticide.
 - (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.
21. Pursuant to 40 C.F.R. § 152.25(a), an article or substance treated with, or containing, a pesticide to protect the article or substance itself (for example, paint treated with a pesticide to protect the paint coating, or wood products treated to protect the wood against insect or fungus infestation),

if the pesticide is registered for such use, has been determined to be of a character not requiring regulation under FIFRA, and is therefore exempt from all provisions of FIFRA when intended for use, and used, only in the manner specified. This is known as the “treated articles exemption.”

22. The EPA’s Pesticide Registration Notice 2000-1 (PRN 2000-1) clarifies and provides guidance on the scope of the “treated articles exemption” and explains that products for which claims are made that go beyond stating that the product is treated with a pesticide to protect the product itself from degradation and that make implied or explicit public health claims that the product can protect users against human pathogens, are not eligible for the treated articles exemption.
23. PRN 2000-1 states that the EPA considers the following claims, among others, to constitute public health claims if made either explicitly or implicitly: (1) “[a] claim for the product as a sterilant, disinfectant, virucide or sanitizer, regardless of the site of use of the product, regardless of whether specific microorganisms are identified;” (2) “[a] claim of ‘antibacterial,’ ‘bactericidal,’ or ‘germicidal’ activity or references in any context to activity against germs or human pathogenic organisms implying public health related protection is made;” and (3) “[a]n unqualified claim of ‘antimicrobial activity.’”
24. PRN 2000-1 further states that claims such as “antimicrobial,” “fungistatic,” “mildew-resistant,” and “preservative” or related terms are not consistent with the intent of 40 C.F.R. § 152.25(a) if they are: (1) part of the name of the product; or (2) not properly qualified as to their intended non-public health use.
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 are 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 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 as such is subject to FIFRA and the regulations promulgated thereunder.
28. On May 12, 2021, an authorized representative of the EPA conducted an inspection at Respondent's Facility.
29. During the inspection, Respondent advised the inspector that FGI manufactures and distributes industrial coatings and had recently begun adding an antimicrobial pesticide to its industrial coatings. The following products were identified by Respondent as those that were being sold or distributed by FGI:
- (a) FGI-24AM Clear Nano-Ceramic Antimicrobial Coating, also known as Clear Antimicrobial Coating;
 - (b) FGI-42AM Antimicrobial Nano-Ceramic Clear Coating, also known as Clear Antimicrobial Coating;
 - (c) FGI-104AM Leather and Vinyl Treatment, also known as Clear Antimicrobial Leather and Vinyl Coating;
 - (d) FGI-1128AM Antimicrobial Nano-Ceramic Clear Anti-Slip Floor Sealer, also known as Clear Nano-ceramic antimicrobial Clear Floor coating;
 - (e) FGI-1181AM Antimicrobial Textile, also known as Clear Nano-ceramic antimicrobial water repellant coating;
 - (f) FGI-1302AM Thermal-Dissipating Nano-Ceramic Clear Circuit-Board Coating, also known as Clear Nano-ceramic antimicrobial coating;
 - (g) FGI-3060AM, also known as Rinse free antimicrobial coating; and

(h) FGI-3060AMD, also known as Rinse free antimicrobial coating.

30. During the inspection, Respondent provided the inspector with labels and labeling, including Technical Data Sheets and Safety Data Sheets, for the pesticide products listed in Paragraph 29, and the inspector requested that Respondent provide sales and distribution records for those products.
31. On or around July 20, 2022, Respondent submitted sales and distribution records to the EPA for the pesticide products listed in Paragraph 29 which showed that Respondent sold or distributed the pesticide products on one or more occasions between March 30, 2020, and June 21, 2021. The records submitted by Respondent also included sales and distribution records for an additional pesticide product, FGI-300D Disinfectant, that was not included in the products listed in Paragraph 29.
32. A review of the labels and labeling for the pesticide products listed in Paragraph 29 provided by Respondent during the inspection, showed that the products contained the registered pesticide, HM4100 Antimicrobial (EPA Reg. No. 83019-1). Additionally, the pesticide product identified in Paragraph 29(h) contained an additional registered pesticide, CCX-151 (EPA Reg. No. 61178-5), and labeling described the product as a “Longer Term Antimicrobial & Disinfectant Surface Protection.”
33. Each of the labels on the pesticide products listed in Paragraph 29 bore the EPA Registration Number (EPA Reg. No.) 83019-1-96043. Additionally, the label for the pesticide product listed in Paragraph 29(h) bore a second registration number, EPA Reg. No. 61178-5-96043.
34. The EPA Registration Numbers 83019-1-96043 and 61178-5-96043 indicated that these products were being distributed or sold as if they were supplemental distributor products. However, because supplemental distribution agreements were not in place, the products did not qualify as distributor products under 40 C.F.R. § 152.132(a), and therefore, were unregistered pesticides at the time they were distributed or sold by Respondent between March 30, 2020, and June 21, 2021.
35. The labels for the pesticide products listed in Paragraph 29 also included the following claim: “This product is offered under the EPA’s treated article exemption.” All of the products listed in Paragraph 29 include the term “antimicrobial” in their name. Additionally, the product FGI-3060AMD, also known as the Rinse free antimicrobial coating, includes a disinfectant claim on its labeling.
36. The EPA guidance, PRN 2000-1, states that the claim “antimicrobial” is not consistent with the intent of 40 C.F.R. § 152.25(a) if it is: (1) part of the name of the product; or (2) not properly qualified as to the product’s intended non-public health use. Because the term “antimicrobial” is part of the name of the products listed in Paragraph 29, the EPA alleges in accordance with the guidance that the products do not qualify as treated articles and are not exempt from FIFRA registration. Furthermore, because the product FGI-3060AMD listed in Paragraph 29 bore the public health claim that the product was a disinfectant, the EPA alleges in accordance with the guidance that the product is ineligible for the treated articles exemption and was required to be registered in order to be distributed or sold.

37. On January 5, 2023, Respondent provided the EPA with the label for the pesticide product, FGI-300D Disinfectant, which included the claim that the product is “a disinfectant for hard non-porous surfaces.” The label bore a purported EPA Registration Number of 61178-5; however, that number is assigned to CCX-151 (EPA Reg. No. 61178-5), registered by Microgen, Inc. A review of the EPA’s internal databases revealed that FGI-300D Disinfectant was not registered with the EPA as required by Section 3 of FIFRA. Sales and distribution records submitted to the EPA on or around July 20, 2022, show that Respondent sold or distributed FGI-300D Disinfectant on one or more occasions between March 30, 2020, and June 21, 2021.

V. ALLEGED VIOLATIONS

38. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing and selling the unregistered pesticides identified in Paragraphs 29, 31 and 37 as described in Section IV above on one or more occasions between March 30, 2020, and June 21, 2021.

VI. STIPULATIONS

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

42. 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

43. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **THIRTY-TWO THOUSAND SIX HUNDRED DOLLARS (\$32,600.00)**, which is to be paid within thirty (30) days of the Effective Date of this CAFO.

44. 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, Missouri 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
REX (Remittance Express): 1-866-234-5681

45. Respondent shall send proof of 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
Enforcement and Compliance Assurance Division
Chemical Safety and Land Enforcement Branch
ortiz.deborah@epa.gov

46. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the Facility name and Docket No. **FIFRA-04-2024-3007(b)**.
47. 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(c)(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.

48. 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).

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

VIII. EFFECT OF CAFO

- 50. 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.
- 51. 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.
- 52. 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.

53. 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.
54. 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.
55. 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.
56. 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.
57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. 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.

63. 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.
64. 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

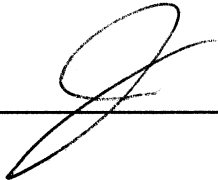
65. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

[Remainder of Page Intentionally Left Blank]

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of **FG International, LLC**, Docket Number **FIFRA-04-2024-3007(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Signature  Date 9-16-24

Printed Name: Glenn Davis

Title: Manager

Address: 33717 Hwy 23
Collins, GA 30611

The foregoing Consent Agreement In the Matter of **FG International, LLC**, Docket No. **FIFRA-04-2024-3007(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:

FG International, LLC

Respondent.

Docket No. **FIFRA-04-2024-3007(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 **FG International, LLC**, Docket No. **FIFRA-04-2024-3007(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: Daniel Snipes, Esq
Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC
dsnipes@statesborolawgroup.com
(912) 764-9055

Susan Parker Bodine
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caplan.robert@epa.gov
(404) 562-9520

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