

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Jun 12, 2025

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**U.S. EPA REGION 4
HEARING CLERK**

In the Matter of:

IVF Store LLC

Respondent.

Docket No. **FIFRA-04-2025-3006(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*, 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 IVF Store LLC (IVF Store), a limited liability company doing business in the State of Georgia. This proceeding pertains to Respondent's facility located at 5975 Shiloh Road, Suite 101, Alpharetta, Georgia 30005 (Facility).

III. GOVERNING LAW

6. The term "device" is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a), to mean any instrument or contrivance (other than a firearm) that is intended for trapping, destroying, repelling, or mitigating any pest or any other form of plant or animal life (other than man and other than bacteria, virus, or other microorganism on or in living man or other living animals); but not including equipment used for the application of pesticides when sold separately therefrom.
7. The term "establishment" is defined in Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), 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.
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. The term "pest" is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t), to mean: (1) any insect, rodent, nematode, fungus, weed; or (2) any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other microorganism (except viruses, bacteria, or other microorganisms on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1).
12. 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.
13. The term "produce" is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean, in part, to manufacture, prepare, compound, propagate, or process any pesticide or active ingredient used in producing a pesticide. The term "produce" is further defined in 40 C.F.R. § 167.3 to mean to manufacture, prepare, propagate, compound, or process any pesticide, including any pesticide produced pursuant to Section 5 of the Act, any active ingredient or device, or to package, repackage, label, relabel, or otherwise change the container of any pesticide or device.
14. 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 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.

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, release for shipment, or receive and (having so received) deliver or offer to deliver.
16. 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.
17. 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)).
18. 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.
19. 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., used for the purpose of preventing, destroying, repelling, or mitigating any pest.
20. 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.

21. Pursuant to 40 C.F.R. § 152.500(b)(1), a device is subject to the requirements set forth in Section

2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. Part 156, with respect to labeling.

22. Pursuant to 40 C.F.R. § 152.500(b)(5), a device is subject to the requirements set forth in Sections 12, 13, and 14 of FIFRA, 7 U.S.C. §§ 136j, 136k, and 136l, with respect to violations, enforcement activities, and penalties.
23. Pursuant to 40 C.F.R. § 156.10(a)(5)(ii), a device whose label includes a false or misleading statement concerning the effectiveness of the device is misbranded.
24. Pursuant to 40 C.F.R. § 156.10(a)(5)(ii), an example of a statement or representation which constitutes misbranding includes a false or misleading statement concerning the effectiveness of a product as a pesticide or a device.
25. Pursuant to 40 C.F.R. § 156.10(a)(1)(iv), every pesticide product shall bear a label that shows clearly and prominently the product registration number as prescribed in 40 C.F.R. § 156.10(e).
26. Pursuant to 40 C.F.R. § 156.10(a)(1)(v), every pesticide product shall bear a label that shows clearly and prominently the producing establishment number as prescribed in 40 C.F.R. § 156.10(f).
27. Pursuant to 40 C.F.R. § 156.10(e), the registration number assigned to the pesticide product at the time of registration shall appear on the label, preceded by the phrase “EPA Registration No.,” or the phrase “EPA Reg. No.” The registration number shall be set in type of a size and style similar to other print on that part of the label on which it appears and shall run parallel to it. The registration number and the required identifying phrase shall not appear in such a manner as to suggest or imply recommendation or endorsement of the product by the Agency.
28. Pursuant to 40 C.F.R. § 156.10(f), the producing establishment registration number preceded by the phrase “EPA Est.” of the final establishment at which the product was produced may appear in any suitable location on the label or immediate container. It must appear on the wrapper or outside container of the package if the EPA establishment registration number on the immediate container cannot be clearly read through such wrapper or container.
29. Pursuant to Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), and 40 C.F.R. § 156.10(a)(5), devices declared subject to the Act pursuant to 40 C.F.R. § 152.500 are considered misbranded if their labeling is false or misleading in any particular, including both pesticidal and non-pesticidal claims.
30. Pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), a pesticide is misbranded if its label does not bear the registration number assigned under Section 7 of FIFRA, 7 U.S.C. § 136e, to each establishment in which it was produced.
31. 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.
32. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell to

any person any device that is misbranded.

33. 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 FACT

34. 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.
35. On or around March 13, 2024, Region 4 conducted a review of several products on Respondent’s website (<http://us.ivfstore.com>) that were offered for sale. The website for these products included pricing information and an “add-to-cart” purchase feature. The EPA observed and documented the following pesticidal claims for the products “SoZood Surface Cleaner” and “SoZood IVF Laboratory Cleaning Wipes:”
- (a) According to the webpage for SoZood Surface Cleaner, “SoZood Alcohol-Free Liquid is 99% effective at killing bacteria, viruses, and germs when used as directed” and is described as a “germicidal detergent.”
 - (b) According to the webpage for SoZood IVF Laboratory Cleaning Wipes, “SoZood Alcohol-Free Liquid is 99% effective at killing bacteria, viruses, and germs when used as directed” and is described as a “germicidal detergent.”
36. On or around June 3, 2024, the EPA conducted an inspection at Respondent’s Facility. During the inspection, Respondent advised the inspectors that no pesticide products were currently kept at or distributed from the Facility. The inspectors requested copies of labels affixed to the products that were distributed or sold, and for records of sales of products, and Respondent agreed to provide them to the EPA subsequent to the inspection.
37. On June 17, 2024, Respondent submitted labels and sales invoices for the following products: (1) Oosafe Surface Disinfectant; (2) Oosafe Disinfection Wipes; (3) Oosafe Disinfectant for CO2 Incubators and Laminar Flow Hoods; (4) SoZood IVF Laboratory Cleaning Wipes; (5) SoZood Surface Cleaner; and (6) Zand-Air 100c. Respondent also submitted labelling, specifically a user manual, for Zand-Air 100c. A review of the collected labels showed the presence of pesticidal claims, including the following:
- (a) The label affixed to the Oosafe Surface Disinfectant product included the following claims: “bactericidal, yeasticidal, mycobactericidal, tuberculocidal, virucidal.” No EPA registration number or EPA establishment number was observed on the label;
 - (b) The label affixed to the Oosafe Disinfection Wipes product included the following claims: “bactericidal, yeasticidal, mycobactericidal, tuberculocidal, virucidal.” No EPA registration number or EPA establishment number was observed on the label;

- (c) The label affixed to the Oosafe Disinfectant for CO2 Incubators and Laminar Flood Hoods product included the following claims: “safe disinfection” and “effective against bacteria, fungi.” No EPA registration number or EPA establishment number was observed on the label; and
- (d) The Zand-Air 100c product included an ultraviolet lamp and was shipped with a manual that stated that the product “attacks the molecular structure of viruses and bacteria.” No EPA establishment number was observed on the label.
38. The sales invoices submitted by Respondent showed that Respondent distributed or sold Oosafe Surface Disinfectant, Oosafe Disinfection Wipes, and Oosafe Disinfectant for CO2 Incubators and Laminar Flood Hoods on multiple occasions between September 29, 2022 and December 19, 2022; distributed or sold SoZood IVF Laboratory Cleaning Wipes and SoZood Surface Cleaner on multiple occasions between May 10, 2024 and June 3, 2024; and distributed or sold the Zand-Air 100c device on at least one occasion on May 23, 2024.
39. Based on the claims observed on the labels for Oosafe Surface Disinfectant, Oosafe Disinfection Wipes, and Oosafe Disinfectant for CO2 Incubators and Laminar Flood Hoods, those products are substances (or mixtures of substances) intended for preventing, destroying, repelling, or mitigating a pest, and are therefore pesticides as that term is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u). However, at the time of their distribution or sale, the products were not registered as pesticides with the EPA.
40. Based on the claims observed on Respondent’s website, SoZood IVF Laboratory Cleaning Wipes and SoZood Surface Cleaner are also substances (or mixtures of substances) intended for preventing, destroying, repelling, or mitigating a pest, and are therefore pesticides as that term is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u). However, at the time of their distribution or sale, the products were not registered as pesticides with the EPA.
41. Based on the claims observed on the labels and labeling, Zand-Air 100c is a product intended for trapping, destroying, repelling, or mitigating pests, and is therefore a device as that term is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a).
42. Because the Zand-Air 100c device label did not include the producing establishment’s registration number as required by Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), and 40 C.F.R. § 156.10(a)(1)(v), the device was misbranded. Further, the Zand-Air 100c product labeling included false or misleading statements concerning the effectiveness of the product and therefore was misbranded pursuant to 40 C.F.R. § 156.10(a)(5)(ii). More specifically, the product manual made broad, unqualified public health claims that do not include the specific organisms the product has been proven to be effective against.

V. ALLEGED VIOLATIONS

43. 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 pesticides Oosafe Surface Disinfectant, Oosafe Disinfection Wipes, and Oosafe Disinfectant for CO2 Incubators and Laminar Flood Hoods, on multiple occasions between September 29, 2022, and December 19, 2022, and

the unregistered pesticides SoZood IVF Laboratory Cleaning Wipes and SoZood Surface Cleaner on multiple occasions between May 10, 2024, and June 3, 2024, as outlined in Section IV of this CAFO.

44. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), by distributing or selling, including offering for sale, the misbranded device Zand-Air 100c on at least one occasion on May 23, 2024, as outlined in Section IV of this CAFO.

VI. STIPULATIONS

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

46. 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.

47. 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.

48. 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

49. Respondent consents to pay a civil penalty, which was calculated in accordance with the Act, in the amount of **ONE-HUNDRED THOUSAND, NINE-HUNDRED AND SIXTY DOLLARS (\$100,960.00)**.

50. Based on Respondent's written certification to the EPA that payment of the entire penalty within thirty (30) days of the Effective Date of this CAFO would result in financial hardship, the EPA has agreed that the civil penalty may be paid in installments as set forth below. Any false statement made by Respondent in the written certification may result in the voiding of the payment plan and a requirement that Respondent pay the entire penalty upon notification from the EPA, or in revocation of this CAFO pursuant to Paragraph 70 of this CAFO. Respondent consents to pay the assessed penalty 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 **\$102,726.80**. 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 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.	\$50,480.00	U.S.	\$0.00	U.S.	\$50,480.00
2	One-hundred and eighty (180) days following the Effective Date of this CAFO.	U.S.	\$50,480.00	U.S.	\$1,766.80	U.S.	\$52,246.80

- (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 54 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 55.
- (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 **ONE-HUNDRED THOUSAND, NINE-HUNDRED AND SIXTY DOLLARS (\$100,960.00)** 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.

51. 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-04-2025-3006(b)**.
52. 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

Perrin Collins
Chemical Safety and Land Enforcement Branch
Enforcement and Compliance Assurance Division
collins.perrin@epa.gov

and

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

53. "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-04-2025-3006(b).

54. 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 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.

55. 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).

56. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send a completed Form 1098-F ("Fines, Penalties, and Other Amounts") to the Internal Revenue Service (IRS) annually with respect to any court order and settlement agreement (including administrative settlements), that requires a payor to pay an aggregate amount that the EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (for example, a copy of Form 1098-F). In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondent herein agrees, that:

- (a) Respondent shall complete a Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- (b) Respondent shall therein certify that its completed Form W-9 includes Respondent's correct Tax Identification Number (TIN) or that Respondent has applied and is waiting for issuance of a TIN;
- (c) Respondent shall email its completed Form W-9 to Region 4's EPA Cincinnati Finance Center contact, Jessica Henderson (Henderson.Jessica@epa.gov), on or before the date that Respondent's initial penalty payment is due, pursuant to Paragraph 50 of this CAFO, and the EPA recommends encrypting Form W-9 email correspondence; and
- (d) In the event that Respondent has certified in its completed Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent by the date that its initial penalty payment is due, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - i. notify EPA's Cincinnati Finance Center of this fact, via email, by the date that Respondent's initial penalty payment is due; and
 - ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.
- (e) Failure to comply with providing Form W-9 or the TIN may subject Respondent to a penalty. *See* 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1.

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

VIII. EFFECT OF CAFO

58. 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.
59. 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.
60. 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.
61. 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.
62. 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.
63. 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.
64. 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.
65. 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.
66. 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.
67. 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.

68. 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.
69. 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.
70. 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.
71. 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.
72. 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

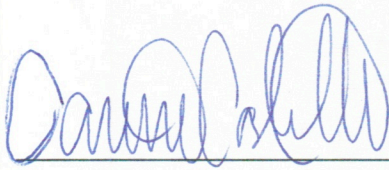
73. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

[Remainder of Page Intentionally Left Blank]

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement, In the Matter of **IVF Store LLC**, Docket Number **FIFRA-04-2025-3006(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

IVF STORE

JUN 04 2025

5975 Shiloh Rd. Ste. 101 Alpharetta, GA 30005

JUN 04 2025

Date

Printed Name: Carina Castillo

Title: Compliance Manager

Address: 5975 Shiloh RD, suite 101

Alpharetta, Georgia 30005

The foregoing Consent Agreement, In the Matter of **IVF Store LLC**, Docket Number **FIFRA-04-2025-3006(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:

IVF Store LLC,

Respondent.

Docket No. **FIFRA-04-2025-3006(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.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **IVF Store LLC**, Docket No. **FIFRA-04-2025-3006(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: Carina Castillo
 Compliance Operations Manager
 IVF Store LLC
 carina.castillo@ivfstore.com
 (833) 483-7867

To EPA: Perrin Collins
 Life Scientist
 collins.perrin@epa.gov
 (404) 562-9330

 Ryan Jones
 Attorney
 jones.ryan.a@epa.gov
 (404) 562-8130

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

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