

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Nov 26, 2024

11:22 am

U.S. EPA REGION 4  
HEARING CLERK

In the Matter of:

**BrandArmor Technologies, LLC**

Respondent.

Docket No. **FIFRA-04-2025-3005(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. § 136/(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 (the 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. § 136/(a).

5. Respondent is BrandArmor Technologies, LLC (Respondent), a company doing business in the State of Georgia. This proceeding pertains to Respondent's facility located at 839 Pickens Industrial Drive, Marietta, Georgia 30062 (the Facility).

### III. GOVERNING LAW

6. The term "active ingredient" is defined in Section 2(a)(1) of FIFRA, 7 U.S.C. § 136(a)(1), to mean, in the case of a pesticide other than a plant regulator, defoliant, desiccant, or nitrogen stabilizer, an ingredient which will prevent, destroy, repel, or mitigate any pest.
7. 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.
8. 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.
9. 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.
10. 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 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.
11. 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, and cosmetics.
12. The term "pesticide" is defined in Section 2(u)(1) of FIFRA, 7 U.S.C. § 136(u)(1), to mean, among other things, any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.
13. Pursuant to 40 C.F.R. § 152.15(a), a substance is considered to be "intended for a pesticidal purpose," and thus to be a pesticide requiring registration, if 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.
14. 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.

15. The term “producer” is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean the person who manufacturers, prepares, compounds, propagates, or processes any pesticide or device or active ingredient used in producing a pesticide.
16. 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 FIFRA.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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. Pursuant to Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), it is unlawful for a producer to violate Section 7 of FIFRA, 7 U.S.C. § 136e.
22. Pursuant to 40 C.F.R. § 167.20(a)(1), any establishment where a pesticide is produced must be registered with the Administrator of the EPA.
23. Section 14(a) of FIFRA, 7 U.S.C. § 136l(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**

24. 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.

##### SafeWalls

25. On or around March 20, 2023, the EPA reviewed Respondent’s website (<https://brandarmor.ink/>) and observed that a product named “SafeWalls” was being advertised thereon with the following pesticidal claims:

(a) “Eliminates Covid, elimination of up to 96.2% of COVID-19.”

- (b) "SafeWalls® repels pathogens around the clock."
  - (c) "These antimicrobials inhibit the growth of up to 99.99% of microbes, bacteria, and viruses."
  - (d) "What sets SafeWalls apart is its groundbreaking BrandArmor+ polymer surface manufactured with safe active antimicrobials."
  - (e) "SafeWalls uses the groundbreaking BrandArmor+® polymer surface manufactured with safe, active antimicrobials that never wear off. These antimicrobials inhibit the growth of up to 99.99% of microbes, bacteria, and viruses on whatever surface you choose to cover."
26. On May 2, 2023, the EPA conducted an inspection at the Facility.
27. During the inspection, the inspector collected the label for SafeWalls as well as records showing that the SafeWalls product was sold and distributed on several occasions between April 6, 2021, and March 16, 2023.
28. The label collected for the SafeWalls product displayed Respondent's website. Therefore, the website is considered to be labeling for that product pursuant to Section 2(p)(2)(b) of FIFRA, 7 U.S.C. § 136(p)(2)(b).
29. The SafeWalls product label included the following pesticidal claims about the product:
- (a) "Antimicrobial;"
  - (b) "Beautifully Antimicrobial;"
  - (c) "BrandArmor+ Provides Protection For Your Wallcoverings To Make Them Permanently Antimicrobial;"
  - (d) "Protects against: SARS CoV-2 (COVID-19), Staph Infection, Mersa [sp], e-coli [sp];"
  - (e) "The Only Antimicrobial Wallcovering Certified Effective Against Covid-19;" and
  - (f) "Works against COVID-19."
30. The foregoing claims made by Respondent on the label and labeling for the SafeWalls product demonstrate that the product was intended for a pesticidal purpose. Therefore, pursuant to 40 C.F.R. § 152.15(a)(1), SafeWalls was a pesticide that was required to be registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a(a).
31. At the time of the distribution and sales memorialized by the records referenced in Paragraph 27, SafeWalls was not registered as a pesticide with the EPA. Therefore, each of these transactions was a distribution and sale of an unregistered pesticide.
32. During the May 2, 2023, inspection, the inspector also observed and documented that Respondent was producing the SafeWalls product onsite at the Facility. The Facility is thus an "establishment" as defined in Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), and was therefore required to have been

registered with the EPA pursuant to 40 C.F.R. § 167.20(a)(1).

33. At the time of the inspection, the Facility was not registered as an establishment with the EPA. Respondent therefore produced a pesticide in an unregistered establishment.

BrandArmor+

34. During the May 2, 2023 inspection, the inspector also collected the label for the BrandArmor+ product, which included the claim that BrandArmor+ was “antimicrobial.”
35. After the inspection, a representative of Respondent gave a written statement to the inspector in which the representative asserted that the BrandArmor+ product has the ability to give products “antimicrobial properties” because it contains “silver ion[s].”
36. The label’s claim that BrandArmor+ is antimicrobial; the statement given by Respondent after the inspection; and the claim on the SafeWalls website and other labelling that BrandArmor+ could be used to manufacture a pesticide (as shown in Paragraph 25(e) and 29(c)) all demonstrate that, under 40 C.F.R. §§ 152.15(a)(1) and (2), the product is considered to be intended for a pesticidal purpose. BrandArmor+ was therefore a pesticide that was required to be registered before being distributed or sold, pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a(a).
37. On or around August 30, 2023, the EPA received information from Respondent confirming that Respondent had distributed the BrandArmor+ product on at least one occasion on or around October 28, 2020.
38. On the date of its distribution, BrandArmor+ was not registered as a pesticide with the EPA. This distribution was therefore the distribution of an unregistered pesticide.

**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 selling and distributing the unregistered pesticide, Safe Walls, on multiple occasions between April 6, 2021, and March 16, 2023, and the unregistered pesticide, BrandArmor+ on at least one occasion, as described in Section IV above.
40. The EPA alleges that Respondent violated Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), by producing pesticides in an establishment that was not registered pursuant to 40 C.F.R. § 167.20(a)(1), in violation of Section 7 of FIFRA, 7 U.S.C. § 136e(a), as described in Section IV above.

**VI. STIPULATIONS**

41. The issuance of this CAFO simultaneously commences and concludes this proceeding. See 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) 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.

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. In accordance with the Act, the EPA has determined that **ONE HUNDRED THOUSAND, EIGHT HUNDRED NINETY DOLLARS (\$100,890.00)** is an appropriate civil penalty to settle this action. Based on Respondent's written certification that paying the penalty within thirty (30) days after the Effective Date would result in a financial hardship, the EPA has agreed that the civil penalty

and interest may be paid in installments to be completed within six (6) months after the Effective Date as set forth below. Any false statement made by Respondent in its 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 the revocation of this CAFO pursuant to Paragraph 65 of this CAFO.

The civil penalty will be paid in three (3) 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 **\$102,011.00**. 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 payments shall thereafter be due **ninety (90) days** and **one hundred and eighty (180) days** from said Effective Date, respectively.

Respondent shall make payments in accordance with the following schedule:

<b>Payment Number</b>	<b>Payment shall be made <i>no later than</i></b>	<b>Principal Amount</b>	<b>Interest Amount</b>	<b>Total Payment Amount</b>
<b>1</b>	Thirty (30) days following the Effective Date of this CAFO.	U.S. \$ 33,630.00	U.S. \$ 112.10	U.S. \$ 33,742.10
<b>2</b>	Ninety (90) days following the Effective Date of this CAFO.	U.S. \$ 33,630.00	U.S. \$ 336.30	U.S. \$ 33,966.30
<b>3</b>	One hundred and eighty (180) days following the Effective Date of this CAFO.	U.S. \$ 33,630.00	U.S. \$ 672.60	U.S. \$ 34,302.60

- (a) 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.
- (b) 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.
- (c) 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, EIGHT HUNDRED NINETY DOLLARS (\$100,890.00)** 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-04-2025-3005(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

Maria Ortiz  
Enforcement and Compliance Assurance Division  
Chemical Safety and Land Enforcement Branch  
ortiz.maria@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 the Facility name and Docket No. **FIFRA-04-2025-3005(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. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the penalty and accrued interest is paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as



established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b), and 40 C.F.R. § 13.11(a).

- (b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. *See* 40 C.F.R. § 13.11(c).
- (c) Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. *See* 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

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 *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. 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 the EPA Region 4’s Cincinnati Finance Center contact, Jessica Henderson ([henderson.jessica@epa.gov](mailto:henderson.jessica@epa.gov)), on or before the date that Respondent’s initial penalty payment is due, pursuant to Paragraph 45 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 Respondent’s 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.

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

#### **VIII. EFFECT OF CAFO**

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. 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.
63. 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.
64. 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.
65. 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.
66. 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.

67. 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**

68. 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 **BrandArmor Technologies, LLC**, Docket Number **FIFRA-04-2025-3005(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

November 20, 2024

Date

Printed Name: Sara Beth Watson

Title: Counsel for Respondent

Address: Wiley Rein LLP  
2050 M Street, NW  
Washington, DC 20036

The foregoing Consent Agreement In the Matter of **BrandArmor Technologies, LLC, FIFRA-04-2025-3005(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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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:

**BrandArmor Technologies, LLC,**

Respondent.

Docket No. **FIFRA-04-2025-3005(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.**

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Tanya Floyd  
Regional Judicial Officer

## CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the Matter of **BrandArmor Technologies, LLC**, Docket No. **FIFRA-04-2025-3005(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: Sara Beth Watson  
Counsel for BrandArmor Technologies, LLC  
swatson@wiley.law  
(202) 719-7071

Jonathan Baltic  
BrandArmor Technologies, LLC  
jonathanb@tcs.ink  
jonathanb@brandarmor.ink  
(888) 962-7667

To EPA: Kimberly Tonkovich  
Life Scientist  
tonkovich.kimberly@epa.gov  
(404) 562-8987

Katherine Forrest  
Attorney  
forrest.kate@epa.gov  
(404) 562-9507

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