

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

IN THE MATTER OF:)	
)	
CARE.LIFE, INC.)	Docket No. FIFRA-08-2023-0013
)	
1955 Ironton Boulevard)	CONSENT AGREEMENT
Provo, Utah 84606)	
)	
Respondent.)	

I. INTRODUCTION

1. This administrative penalty assessment proceeding is conducted pursuant to sections 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules of Practice), as codified at 40 C.F.R. Part 22.
2. The parties to this proceeding are the authorized representative of the U.S. Environmental Protection Agency (Complainant), and Care.Life, Inc. (Respondent).
3. Respondent is a corporation organized under the laws of the State of Utah.
4. Respondent imported pesticidal products into the United States through the State of Utah.
5. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the ratification of this consent agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement.

II. JURISDICTION

6. This Agreement is issued under the authority vested in the Administrator of EPA by section 14(a)(1) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136l(a)(1). The undersigned EPA official has been duly authorized to institute this action.
7. This proceeding is conducted pursuant to the Consolidated Rules of Practice, under which this proceeding may be resolved by a final order from a regional judicial officer ratifying this Agreement. The final order will simultaneously commence and conclude this proceeding. 40 C.F.R. § 22.13(b).

III. GOVERNING LAW

8. Section 17(c) of FIFRA, 7 U.S.C. § 136o(c), and regulations promulgated at 19 C.F.R. Part 12 pursuant to section 17(e) of FIFRA, 7 U.S.C. § 136o(e), by the Secretary of the Treasury in consultation with the EPA Administrator govern the importation of pesticides into the United States.
9. 19 C.F.R. § 12.112 provides that “[a]n importer or the importer’s agent desiring to import pesticides or devices into the United States must submit to the Administrator, prior to the arrival of the shipment in the United States, a Notice of Arrival of Pesticides and Devices.”
10. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines a “person” as “any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.”
11. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as “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 living 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. Section 2(h) of FIFRA, 7 U.S.C. § 136(h), defines a “device” as “any instrument or contrivance (other than a firearm) which 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.”
13. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), defines the term “label” as “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.”
14. Section 2(p)(2)(A) of FIFRA, 7 U.S.C. § 136(p)(2)(A), defines the term “labeling” as “all labels and all other written, printed, or graphic matter...accompanying the pesticide or device at any time.”
15. Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), provides that a pesticide is misbranded if . . . “(D) its label does not bear the registration number assigned under section 136e of this title [section 7 of the Act] to each establishment in which it was produced; ... (F) the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under section 136a(d) of this title [section 3(d) of the Act], are adequate to protect health and the environment; [or] (G) the label does not contain a warning or caution statement which may be necessary and if complied with, together with any requirements imposed under section 136a of this title [section 3(d) of the Act], is adequate to protect health and the environment....”
16. 40 C.F.R. § 152.500(b)(1) states, in pertinent part, that “a device is subject to the requirements set forth in FIFRA section 2(q)(1) and 40 C.F.R. Part 156, with respect to labeling.”

17. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines the term “distribute or sell” 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...”
18. Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), provides that it shall be unlawful for any person to distribute or sell to any person any device that is misbranded.
19. Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), provides that it shall be unlawful for any person who is a registrant, wholesaler, dealer, retailer, or other distributor to fail to file reports required by this Act.
20. The Administrator of the EPA may assess a civil penalty of up to \$21,805 against any registrant, commercial applicator, wholesaler, dealer, retailer, or other distributor who violates any provision of FIFRA for each offense that occurred after November 2, 2015. See section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1); 40 C.F.R. Part 19; and the Civil Monetary Penalty Inflation Adjustment Rule at 87 Fed. Reg. 1676, 1678 (January 12, 2022).

IV. ALLEGATIONS OF FACT AND LAW

21. At all times relevant to this consent agreement, Respondent was a corporation and therefore a “person” as defined in section 2(s) of FIFRA, 7 U.S.C. § 136(s).
22. Respondent imported one shipment associated with the Department of Homeland Security United States Customs and Border Protection entry number 8GB-18043278 (Shipment), containing the following products: four hundred seventy-five air purifier pieces, five hundred HEPA air filters, and three hundred UV-C bulbs. The shipment entered the United States at the Port of Salt Lake City, Utah, from China on May 2, 2022.
23. As the importer of the Shipment and by doing business in the United States, Respondent is subject to the requirements of FIFRA and its implementing regulations.
24. Respondent is and was at all times relevant to the allegations herein, an “importer” as that term is defined in 19 C.F.R. § 101.1 and was the importer of record for all of the unlawful imports alleged herein.
25. Based on their content, intended use, and the claims on their labels, the air purifier pieces, HEPA air filters, and UV-C bulbs associated with entry number 8GB-18043278, are “devices” pursuant to section 2(h) of FIFRA, 7 U.S.C. § 136(h).
26. The labeling on the devices in the Shipment does not bear a registration number assigned under FIFRA section 7 to the establishment in which they were produced.
27. Because of the absence of an EPA establishment registration number the air purifier pieces, HEPA air filters, and UV-C bulbs were misbranded pursuant to sections 2(q)(1)(D), (F) and (G) of FIFRA, 7 U.S.C. §§ 136(q)(1)(D), (F), and (G), 40 C.F.R. § 152.500(b)(1).

28. The Shipment is a distribution or sale pursuant to section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).
29. Respondent failed to file a Notice of Arrival of Pesticides and Devices with EPA for each device in the Shipment as required by 19 C.F.R. § 12.112.
30. On August 30, 2022, EPA issued a Stop Sale, Use or Removal Order (SSURO) to Respondent for the devices in the Shipment pursuant to section 13(a) of FIFRA. 7 U.S.C. §§ 136j(a)(1)(A), 136k(a).
31. The SSURO required Respondent to cease selling and distributing all misbranded devices in the Shipment.
32. The SSURO also provided for the movement of the devices for the purpose of relabeling at Respondent's registered establishment.

V. ALLEGED VIOLATIONS OF LAW

33. Respondent distributed or sold misbranded devices (the devices in the Shipment) in violation of section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F).
34. Respondent failed to file a Notice of Arrival of Pesticides and Devices with EPA for each device in the Shipment in violation of section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N).

VI. TERMS OF AGREEMENT

35. For the purposes of this proceeding, Respondent
 - a. admits the jurisdictional allegations in this Agreement;
 - b. admits the facts set forth in paragraphs 3 and 4 of this Agreement;
 - c. neither admits nor denies the other allegations of fact in this Agreement;
 - d. consents to the assessment of the civil penalty stated below;
 - e. acknowledges this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
 - f. waives any right to contest the allegations in this Agreement; and
 - g. waives any right to contest the allegations in this Agreement and to appeal any final order approving this Agreement.

36. Section 14(a) of FIFRA, 7 U.S.C. § 1367(a), in conjunction with the Debt Collection Improvement Act of 1996, authorizes EPA to assess a civil penalty in this matter. The maximum penalty amounts set forth in FIFRA have been adjusted for inflation under 40 C.F.R. Part 19.
37. Having considered the appropriateness of the assessed penalty to the size of business of Respondent, the effect on Respondent's ability to continue in business, and the gravity of the violations, as required by section 14(a)(4) of FIFRA, 7 U.S.C. § 1367(a)(4), Complainant has determined the civil administrative penalty amount agreed upon below is appropriate to settle this matter.
38. Penalty Payment. Respondent agrees to
- a. pay a civil penalty of **\$5,203** (EPA penalty) within 30 calendar days of the effective date of this Agreement;
 - b. pay the civil penalty using any method provided on the following website <https://www.epa.gov/financial/makepayment>;
 - c. identify each payment with the docket number that appears on the final order; and
 - d. within 24 hours of payment, email proof of payment to Devin Donaldson at donaldson.devin@epa.gov (whom the Complainant designates for service of proof of payment) and the Regional Hearing Clerk for EPA Region 8 at R8_Hearing_Clerk@epa.gov. "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 payment has been made according to EPA requirements, in the amount due, and identified with the docket number that appears on the final order.
39. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, the EPA may
- a. request the Attorney General of the United States to bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses;
 - b. refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
 - c. 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, 40 C.F.R. Part 13, Subparts C and H; and

- d. suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.

- 40. Consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), Respondent will not deduct penalties paid under this Agreement for federal tax purposes.
- 41. This Agreement applies to Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns. Respondent must give written notice and a copy of this Agreement to any successors-in-interest prior to transfer of any interest in the facility. Any change in ownership or corporate control of Respondent, including but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Agreement.
- 42. The undersigned representative of Respondent certifies he, she, or they is/are fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he, she, or they represent(s) to this Agreement.
- 43. Except as otherwise expressly provided in this Agreement, each party shall bear its own attorneys' fees, costs, and disbursements incurred in this proceeding.
- 44. The parties consent to service of this Agreement and any final order ratifying it by email at the following valid email addresses: figur.charles@epa.gov (for Complainant), and Ezra Torres, etorres@halllabs.com (for Respondent).

VII. EFFECT OF AGREEMENT

- 45. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Agreement resolves only Respondent's liability for federal civil penalties for the violations and facts specifically alleged herein.
- 46. The terms of this Agreement may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Judicial Officer or other authorized EPA official.
- 47. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.
- 48. Nothing in this Agreement 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.

49. If and to the extent the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, the EPA reserves all its legal and equitable rights.

VIII. EFFECTIVE DATE

50. This Agreement shall become effective on the date a final order ratifying this Agreement is filed with the Regional Hearing Clerk.

Consent Agreement In the Matter of Care.Life, Inc.

**UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY
REGION 8**

Date: _____

DAVID COBB

Digitally signed by DAVID
COBB
Date: 2023.02.16 16:55:54
-07'00'

By: _____
David Cobb, Section Chief
Toxics and Pesticides Enforcement Section
Enforcement and Compliance Assurance Division
For the Complainant

**CARE.LIFE, INC.
Respondent**

Date: 01.30.2023

By: *Ezra Torres*

Printed Name: Ezra Torres