

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

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U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

P.F. Harris Manufacturing Company, LLC

Docket No. FIFRA-04-2026-3000(b)

Respondent.

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*, as codified at Title 40 of the Code of Federal Regulations (C.F.R.) Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions of FIFRA and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 14(a) of FIFRA, 7 U.S.C. § 136/(a).
5. Respondent is P.F. Harris Manufacturing Company, LLC, a limited liability company, doing business in the State of Georgia. This proceeding pertains to Respondent's facility located at 7 River Drive, Cartersville, Georgia 30120 (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 “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 any insect, rodent, nematode, fungus, weed; or 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).
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 (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)).
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. Pursuant to 40 C.F.R. § 152.15, the term “pesticide” is further defined to mean any substance (or mixture of substances) intended for a pesticidal purpose.
13. 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.
14. 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.
15. 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.
 16. The term "establishment" is defined in Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), and 40 C.F.R. § 167.3, to mean any place where a pesticide or device or active ingredient used in producing a pesticide is produced, or held, for distribution or sale.
 17. 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.
 18. 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.
 19. 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.
 20. Pursuant to Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), a pesticide is "misbranded" if its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular.
 21. 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.
 22. Pursuant to 40 C.F.R. § 156.10(a)(5)(iv) and (ix), examples of statements or representations in the labeling which constitute misbranding include, but are not limited to, (iv) a false or misleading comparison with other pesticides or devices; and (ix) claims as to the safety of the pesticide or its ingredients, including statements such as "safe," "nonpoisonous," "noninjurious," "harmless" or "nontoxic to humans and pets" with or without such a qualifying phrase as "when used as directed."

23. 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.
24. 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.
25. Pursuant to Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), it is unlawful for any person to distribute or sell to any person any pesticide that is misbranded.
26. 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 pesticide device that is misbranded.
27. Pursuant to 40 C.F.R. § 152.3, “pesticide product” is defined 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.
28. Pursuant to 40 C.F.R. § 152.50, each application for pesticide registration must include draft labeling which will be reviewed for adequacy pursuant to 40 C.F.R. § 152.108. Pursuant to 40 C.F.R. § 152.112(f), the EPA will approve a registration application if, in part, the EPA has determined that the product is not misbranded as that term is defined in Section 2(q) of FIFRA and 40 C.F.R. Part 156, and that its labeling and packaging comply with the applicable requirements of FIFRA and 40 C.F.R. Parts 152, 156, and 157.
29. Pursuant to 40 C.F.R. §§ 152.132(a)-(d), the registrant may distribute or sell his registered product under another person’s name and address instead of (or in addition to) his own. Such distribution and sale is termed “supplemental distribution” and the product is referred to as a “distributor product.” The distributor is considered an agent of the registrant for all intents and purposes under the Act and both the registrant, and the distributor may be held liable for violations pertaining to the distributor product. Supplemental distribution is permitted upon notification to the EPA if all the following conditions are met:
 - a. The registrant has submitted to the Agency for each distributor product a statement signed by both the registrant and the distributor listing the names and addresses of the registrant and the distributor, the distributor’s company number, the additional brand name(s) to be used, and the registration number of the registered product.
 - b. The distributor product is produced, packaged and labeled in a registered establishment operated by the same producer (or under contract in accordance with 40 C.F.R. § 152.30) who produces, packages, and labels the registered product.
 - c. The distributor product is not repackaged (remains in the producer’s unopened container).
 - d. The label of the distributor product is the same as that of the registered product, except that:
 1. The product name of the distributor product may be different (but may not be misleading);

2. The name and address of the distributor may appear instead of that of the registrant;
 3. The registration number of the registered product must be followed by a dash, followed by the distributor's company number (obtainable from the Agency upon request);
 4. The establishment registration number must be that of the final establishment at which the product was produced; and
 5. Specific claims may be deleted, provided that no other changes are necessary.
30. Pursuant to 40 C.F.R. § 167.3, "pesticidal product" means a pesticide, active ingredient, or device.
31. As set forth in 40 C.F.R. § 168.22(a), FIFRA Sections 12(a)(1) (A) and (B) make it unlawful for any person to "offer for sale" any pesticide if it is unregistered and the EPA interprets these provisions as extending to advertisements in any advertising medium to which pesticide users or the general public have access.
32. 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

33. 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.
34. Respondent's Facility is an establishment as defined in Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), and 40 C.F.R. § 167.3 and operates under the EPA Establishment No. 3-GA-1.
35. On August 2, 2022, the EPA conducted an inspection at Respondent's Facility to evaluate Respondent's compliance with FIFRA.
36. During the inspection, the inspector observed and photographed the Happy Horse Neem Oil, and the Harris Premium Encasement Cover products packaged for sale or distribution.
37. On August 15, 2022, Respondent provided the EPA with sales and shipping records for the Happy Horse Neem Oil and Harris Premium Encasement Cover documenting the sale of these products on one or more occasions between February and August 2022.
38. A review of the photographs of the Happy Horse Neem Oil taken during the inspection revealed a website address, "www.happyhorse.com" (Happy Horse Website), on the product label. According to the Happy Horse Website, which is considered labeling under FIFRA, "Happy Horse is a proud brand of P.F. Harris Manufacturing." Additionally, Happy Horse Neem Oil was available for purchase from the Happy Horse Website via an add-to-cart button.
39. The label for Happy Horse Neem Oil included the claim: "Safe for Use on Horses and Dogs."
40. On January 19, 2023, the EPA reviewed the Happy Horse Website and observed the following claims: "Natural Fly Relief – Topical application on horses, pets, and gardens," "Help keep insects at bay," and "Repels flies naturally."

41. Based on the label and labeling claims, Happy Horse Neem Oil is intended for preventing, destroying, repelling, or mitigating pests. As such, Happy Horse Neem Oil is a pesticide pursuant to 40 C.F.R. § 152.15. Therefore, the product was required to be registered as a pesticide under Section 3 of FIFRA, 7 U.S.C. § 136a. Based on a review of the EPA's Pesticide Product and Label System (PPLS), Happy Horse Neem Oil was not registered as a pesticide at the time of sale or distribution, or while being offered for sale on the Happy Horse Website. 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, including offering for sale, to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.
42. A review of the photographs of the Harris Premium Encasement Cover collected during the inspection, which include photographs of the label, found the following claims: "Keeps out Bed bugs," "Protects against dust mites," "...Provide 100% protection on all sides against Bed Bugs, Dust Mites, Bacteria...", "Bed Bugs: encasement covers are an important part of bed bug control and prevention. Use a complete treatment program to rid living areas of bed bugs," and "Prevents bed bugs from entering and escaping."
43. Based on the label claims referenced above, the Harris Premium Encasement Cover is an instrument or contrivance intended to mitigate or destroy pests and is, therefore, a device pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a). Based on the EPA's review of the pesticidal claims associated with the Harris Premium Encasement Cover's labeling, there was no efficacy data associated with the claims made on the product's labeling. As such, the Harris Premium Encasement Cover is a misbranded device which the Respondent sold or distributed.
44. On August 22, 2022, Carillon Green Inc. registered the product, "GC Neem Oil cold pressed" with the EPA as a pesticide under FIFRA. Through that process, the product was given the EPA Registration Number 100914-1. Hereinafter, GC Neem Oil cold pressed (EPA Reg. No. 100914-1) will be referred to as Registered Product A.
45. Carillon Green Inc. and Respondent entered into a supplemental distribution agreement and submitted the supplemental distribution statement to the EPA on December 14, 2023. The cover letter and statement both list "Harris *Since 1922* 100% Cold Pressed Filtered Neem Oil Insecticide/Miticide/Fungicide" as Respondent's Distributor Product Name. Hereinafter, Harris *Since 1922* 100% Cold Pressed Filtered Neem Oil Insecticide/Miticide/Fungicide will be referred to as Distributor Product A, which is a distributor product of Registered Product A, for which Respondent is a supplemental distributor.
46. On July 15, 2024 (the July Review), September 19, 2024 (the September Review), January 21, 2025 (the January Review), and February 14 and 19, 2025 (collectively, the February Review), the EPA reviewed Respondent's website located at <https://pfharris.com/> and various subpages of Respondent's website (collectively, PF Website).
47. During the July Review, January Review, and February Review, the EPA observed Distributor Product A being offered for sale on the PF Website via an add-to-cart button. Additionally, Distributor Product A was prominently referred to as "Harris Neem Oil, 100% Cold Pressed and Unrefined" on the PF Website.

48. During the January Review and February Review, the EPA observed Distributor Product A on the PF Website, advertised for sale with the following claims:
- "All natural with absolutely no chemicals..."
 - "Controls aphids, whiteflies, mealy bugs, foliar fungus (mildew), and more;" and
 - "Use on a variety of flowering and potted plants, vegetable gardens, lawn, ornamentals, fruit trees and more."
49. The claim in Paragraph 48(a) is related to the safety of Distributor Product A and a non-numerical and/or comparative statement of the pesticide. The claims in Paragraph 48(b) and (c) differ from those on the approved master label of Registered Product A.
50. Additionally, during the July Review, September Review, and February Review, the EPA observed Respondent offering for sale Harris *Since 1922* Neem Oil (hereinafter, Product B) via an add-to-cart button on the PF Website. The EPA observed Product B prominently referred to on the PF Website as "100% Cold Pressed and Unrefined for Plant Spray, Skin and Hair, 32 oz Cosmetic Grade Concentrate."
51. During the July Review, September Review, and February Review, the EPA observed that the product page for Product B on the PF Website included a publicly accessible question-and-answer section for customers. The EPA observed the following exchange between a customer and Respondent on the publicly accessible question-and-answer section relating to Product B:
- **Customer:** "I want to do a soil drench for my River Birch that was infested with Birchleaf (*sic*) Skeletonizer last summer. How much diluted solution per trunk diameter and optimal time in spring? Also, will I need to reapply? I live in Upstate NY. Thanks!"
 - **PF Harris:** "...Harris Neem oil kills many insects and soil fungus but has not been tested specifically for Birchleaf (*sic*) Skeletonizer. The label states that Neem Oil must be diluted with water prior to use. To prepare a sprayable emulsion, mix Neem Oil with water and a surfactant (dish soap, etc.). For trees only, you can mix 4 tsp. Neem Oil in 1 quart of water with 2/3 tsp. of soap. Mix well. For SOIL-DRENCH: This solution can also be used to water the plants and control insects. When needed, soil drenches can be used to control soil-borne pests and larvae of pests. When applied as a soil drench, avoid excessive run-off. For optimum results, repeat the applications at intervals of 7-10 days or 1-2 weeks. Use high rates and increase spray frequency when pest pressure is high. Do not apply Neem Oil in direct sunlight. Always spot-test plants first for sensitivity to sprays. Recommended to apply early morning or evening. Thank you for your question! //pfharris//."
52. In the above-mentioned response, Respondent made broad pesticidal claims that Product B "kills many insects and soil fungus," can "control insects," and can "control soil borne pests and larvae pests." This response indicates that Product B, and neem oil generally, can or should be used as a pesticide. The response also demonstrates that Respondent has actual or constructive knowledge that neem oil will be used, or is intended to be used, for a pesticidal purpose.
53. Furthermore, during the July Review, September Review, and February Review, the EPA observed

three additional neem oil products offered for sale via an add-to-cart button on the PF Website:

- Harris *Since 1992* Neem Oil which is prominently referred to as Harris Neem Oil Cold Pressed Water-Soluble Concentrate, Makes 12 gallons, (8 oz) (hereinafter, Product C)
- Harris *Since 1992* Neem Oil Ready-to-Use which is prominently referred to as Harris Neem Oil Spray for Plants, Cold Pressed Ready to Use, (32 oz) (hereinafter, Product D)
- Harris *Since 1992* Neem Oil Ready-to-Use which is prominently referred to as Harris Neem Oil Spray for Plants, Cold Pressed Ready to Use, (128 oz) (hereinafter, Product E)

54. The PF Website and labels displayed on the PF Website for Products C, D, and E indicate they are for use on plants. The product pages for each product also feature reviews based on the performance of each product in mitigating pests.

55. The EPA performed subsequent reviews of the PF Website on November 12, 13, and 18, 2024, during which time it was observed that various products are offered for sale under the “Product Category” “Disinfectant and Cleaners” (collectively, the Purported Disinfectants). Categorizing products as a “Disinfectant” indicates an intended use to prevent, destroy, repel, or mitigate pests—specifically microorganisms. The following list of Purported Disinfectants were offered for sale via an add-to-cart button on the PF Website:

- Harris 12% Concentrated Food Grade Hydrogen Peroxide, for Kitchen, Bath Laundry Home and Garden (128 oz.)
- Harris Cleaning Vinegars (Mandarin Orange, Lavender, Eucalyptus, Lemon, and for Floors) (128 oz.)
- Mandarin Orange Multi-Surface Cleaner (32 oz.)
- Mil-X 47% Vinegar Extra Strength Industrial Grade Concentrate Gallon (128 oz.)
- Harris Borax Laundry Booster and Multipurpose Cleaner (Unscented, Lavender Essential Oil, Eucalyptus & Mint Essential Oil, Lemon Essential Oil, and Tea Tree Essential Oil) (1.5 lb.)
- Harris Citric Acid Dishwasher Booster and Multipurpose Cleaner, cleans up to 84 Dishwasher Loads with Scoop Included (14 oz.)

56. Under the “Product Description” portion of the PF Website, a list of “category[ies]” appears for every product offered therein for sale. For each of the Purported Disinfectants, the EPA observed that these categories include “Disinfectant & Cleaners,” “Disinfectants,” and “Type: Disinfectant.”

57. Based on the pesticidal claims on the labels and labeling for Products B, C, D, E, and the Purported Disinfectants, the products are intended for preventing, destroying, repelling, or mitigating pests. As such, Products B, C, D, E, and the Purported Disinfectants are pesticides pursuant to 40 C.F.R. § 152.15. Therefore, the products were required to be registered as pesticides under Section 3 of FIFRA, 7 U.S.C. § 136a. Based on a review of the EPA’s PPLS, Products B, C, D, E, and the Purported Disinfectants were not registered as pesticides at the times of the PF Website reviews. 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, including offering for sale, to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

V. ALLEGED VIOLATIONS

58. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing the unregistered pesticide, Happy Horse Neem Oil, on one or more occasions between February and August 2022.
59. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, by selling or distributing the misbranded pesticide device, Harris Premium Encasement Cover, on one or more occasions between February and August 2022
60. The EPA alleges that Respondent violated Section 12(a)(1)(E) of FIFRA, by selling or distributing, including the offer for sale, of the misbranded pesticide, Harris *Since 1922* 100% Cold Pressed Filtered Neem Oil Insecticide/Miticide/Fungicide (Distributor Product A).
61. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing, including offering for sale, the following unregistered pesticides:
 - a. Harris *Since 1922* Neem Oil which is prominently referred to as 100% Cold Pressed and Unrefined for Plant Spray, Skin and Hair, 32 oz. Cosmetic Grade Concentrate, (Product B);
 - b. Harris *Since 1992* Neem Oil which is prominently referred to as Harris Neem Oil Cold Pressed Water-Soluble Concentrate, Makes 12 gallons, (8 oz.) (Product C);
 - c. Harris *Since 1992* Neem Oil Ready-to-Use which is prominently referred to as Harris Neem Oil Spray for Plants, Cold Pressed Ready to Use, (32 oz.) (Product D);
 - d. Harris *Since 1992* Neem Oil Ready-to-Use which is prominently referred to as Harris Neem Oil Spray for Plants, Cold Pressed Ready to Use, (128 oz.) (Product E); and
 - e. the Purported Disinfectants identified in Paragraph 55.

VI. STIPULATIONS

62. The issuance of this CAFO simultaneously commences and concludes this proceeding.
See 40 C.F.R. § 22.13(b).
63. 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.

64. 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;
- (f) 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 the Consent Agreement; and
- (g) agrees to comply with the terms of this CAFO.

65. 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

66. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **ONE HUNDRED and SIX THOUSAND, ONE HUNDRED TEN DOLLARS (\$106,110.00)**, which is to be paid within thirty (30) days of the Effective Date of this CAFO.
67. 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-04-2026-3000(b)**.

68. 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
Chemical Safety and Land Enforcement Branch
Enforcement and Compliance Assurance Division
ortiz.deborah@epa.gov

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

69. "Proof of payment" means, as applicable, 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-04-2026-3000(b)**.
70. Interest Charges and Penalties on Late Payments. 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 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 of the civil penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the IRS large corporate underpayment rate, as any lower rate would fail to provide Respondent adequate incentive for timely payment.
 - (b) Handling Charges. Respondent will be assessed monthly a charge to cover the EPA's costs of processing and handling overdue debts.
 - (c) Late Payment Penalty. A late payment penalty of six percent (6%) per annum will be assessed monthly on all debts, including any portion of the civil penalty, interest, penalties, and other charges that remain delinquent more than ninety (90) days.

71. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the civil penalty, interest, or other charges and penalties per this CAFO, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following:
- (a) refer the debt to a credit reporting agency or a collection agency pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136f(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. § 136f(a)(5).
72. Allocation of Payments. Pursuant to 31 C.F.R. §901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of a debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding civil penalty amount.
73. 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's Cincinnati Finance Center Region 4's contact, Jessica Henderson (Henderson.Jessica@epa.gov), on or before the date

that Respondent's initial penalty payment is due, pursuant to Paragraph 66 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:

1. notify EPA's Cincinnati Finance Center of this fact, via email, by the date that Respondent's initial penalty payment is due; and
2. 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 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.

74. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

75. 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.

76. 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.

77. 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. § 136f(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 7 U.S.C. § 136f(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

78. 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.

79. 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.

80. 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.
81. 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.
82. 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.
83. 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.
84. 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.
85. 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.
86. 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.
87. 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.
88. 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.
89. 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

90. 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 **P.F. Harris Manufacturing Company, LLC**, Docket Number **FIFRA-04-2026-3000(b)**, is hereby stipulated, agreed, and approved for entry.

FOR RESPONDENT:

Signed by:  13BC7BE251D34D7...	1/30/2026
_____ Signature	_____ Date

Printed Name: Matthew Sanborn

Title: Chief Financial Officer

Address: 755 Tri-State Parkway, Gurnee, Illinois 60031

DocuSign Envelope ID: 8BBFA4BB B542-4AEA-A496-2DD5156298D8

The foregoing Consent Agreement In the Matter of **P.F. Harris Manufacturing Company, LLC**, Docket Number **FIFRA-04-2026-3000(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

for 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:

P.F. Harris Manufacturing Company, LLC,

Respondent.

Docket No. **FIFRA-04-2026-3000(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 **P.F. Harris Manufacturing Company, LLC**, Docket No. **FIFRA-04-2026-3000(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: Steven Karl
General Counsel
PurposeBuilt Brands, Inc.
skarl@purposebuiltbrands.com
(224) 532-3985

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

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

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov