

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:)	DOCKET NO. FIFRA-10-2025-0047
)	
BASIC OUTLET LLC,)	CONSENT AGREEMENT
)	
Kirkland, Washington,)	
)	
Respondent.)	
)	

I. STATUTORY AUTHORITY

1.1. This Consent Agreement is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136l(a).

1.2. Pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), and in accordance with the “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties,” 40 C.F.R. Part 22, the EPA issues, and Basic Outlet LLC (“Respondent”) agrees to issuance of the Final Order attached to this Consent Agreement (“Final Order”).

II. PRELIMINARY STATEMENT

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective.

2.2. The Director of the Enforcement and Compliance Assurance Division, EPA Region 10 (“Complainant”) has been delegated the authority pursuant to Section 14(a) of FIFRA,

7 U.S.C. § 136l(a), to sign consent agreements between the EPA and the party against whom an administrative penalty for violations of FIFRA is proposed to be assessed.

2.3. Part III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of FIFRA together with the specific provisions of FIFRA and the implementing regulations that Respondent is alleged to have violated.

III. ALLEGATIONS

Statutory and Regulatory Background

3.1. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), it is unlawful for any person in any State to distribute or sell to any person any device which is misbranded.

3.2. 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.”

3.3. 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.”

3.4. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines “pest” as “(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 under section 136w(c)(1) of this title.”

3.5. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg) defines “to distribute or sell” as “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.”

3.6. The regulation at 40 C.F.R. § 152.3 further defines “distribute or sell” as “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.”

3.7. The regulation at 40 C.F.R. § 152.500(b) clarifies that devices are not required to be registered under FIFRA Section 3, but are subject to the requirements set forth in: “(1) FIFRA sec. 2(q)(1) and part 156 of this chapter, with respect to labeling;” “(5) FIFRA sec. 12, 13, and 14, with respect to violations, enforcement activities, and penalties;” and “(6) FIFRA sec. 17, with respect to imports and export of devices.”

3.8. Section 2(p) of FIFRA, 7 U.S.C. § 136(p), defines “label” as “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.” This section also defines “labeling” as “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...”

3.9. Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136j(q)(1)(A), states that a device is “misbranded” if “its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false and misleading in any particular.”

3.10. The regulation at 40 C.F.R. § 156.10(a)(5)(ii) states that a device is misbranded if its labeling contains a false or misleading statement concerning the effectiveness of the product as a pesticide or device.

3.11. The regulation at 40 C.F.R. § 156.10(a)(5)(ix) states that a device is misbranded if the labeling makes “[c]laims 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.”

3.12. The regulation at 40 C.F.R. § 156.10(f) states that the producing establishment’s registration number preceded by the phrase “EPA Est.” of the final establishment at which the product was produced must appear on the labeling for a device. The establishment’s registration number may appear in any suitable location on the label or immediate container, but 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.

3.13. Pursuant to FIFRA Section 17(c)(1) of FIFRA, 7 U.S.C. § 136o(c)(1), imported misbranded devices may be refused admission into the United States.

3.14. Pursuant to Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), and 40 C.F.R. Part 19, the EPA may assess a civil penalty of not more than \$24,885 for each offense.

General Allegations

3.15. Respondent is incorporated in the State of Washington. Therefore, Respondent is a “person” as that term is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

3.16. The product “FlyFry” is a “device” as that term is defined by Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

Count 1: Sale or Distribution of a Misbranded Device

3.17. The allegations in Paragraphs 3.1 through 3.16 of this Consent Agreement are incorporated herein by reference.

3.18. On February 8, 2024, Respondent imported a shipment of the “FlyFry” product.

3.19. On February 23, 2024, the EPA issued a Notice of Refused Admissions (“NORA”) pursuant to FIFRA Section 17(c)(1) of FIFRA, 7 U.S.C. § 136o(c)(1) for the shipment of the “FlyFry” device.

3.20. At all times relevant to this Consent Agreement, the labelling materials for each “FlyFry” device contained the following false or misleading statements, rendering the device “misbranded” as that term is defined by Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A):

1) “FlyFry®. Safe. Smart. Strong.”

2) The printed EPA Establishment Number was a domestic establishment number, which cannot be used for devices manufactured internationally.

3.21. The EPA waived the issuance of the NORA on or around February 29, 2024, contingent on Respondent remedying the misbranding issues.

3.22. Respondent imported, and thus distributed or sold, the misbranded “FlyFry” device once on or around February 8, 2024. Therefore, on or around February 8, 2024, Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F) at least one time.

IV. TERMS OF SETTLEMENT

4.1. Respondent admits the jurisdictional allegations of this Consent Agreement.

4.2. Respondent neither admits nor denies the specific factual allegations contained in this Consent Agreement.

4.3. In determining the amount of penalty to be assessed, the EPA has taken into account the factors specified in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4). After considering all of these factors, the EPA determined, and Respondent agrees, that an appropriate penalty to settle this action is \$2,420 (the “Assessed Penalty”).

4.4. Respondent agrees to pay the Assessed Penalty within 30 days of the effective date of the Final Order.

4.5. Payments under this Consent Agreement and the Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: www.epa.gov/financial/makepayment. Payments made by check must be payable to the order of “Treasurer, United States of America” and delivered to the following address:

*Address format for standard delivery
(no delivery confirmation requested):*

U.S. Environmental Protection Agency
P.O. Box 979078
St. Louis, MO 63197-9000

*Address format for signed receipt confirmation
(FedEx, DHL, UPS, USPS certified, registered,
etc):*

U.S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, MO 63045

Respondent must note on the check the title and docket number of this action.

4.6. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 10
R10_RHC@epa.gov

Martin Lovato
U.S. Environmental Protection Agency
Region 10
lovato.martin@epa.gov

4.7. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of the Assessed Penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action under Section 14(a)(5) of FIFRA, 7 U.S.C. § 136l(a)(5), to collect any unpaid penalties, together with interest, handling charges, and nonpayment penalties, as set forth below.

4.8. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, Respondent shall also be responsible for payment of the following amounts:

a. Interest. Pursuant to 31 U.S.C. § 3717(a)(1), any unpaid portion of the Assessed Penalty shall bear interest at the rate established by the Secretary of the Treasury from the effective date of the Final Order contained herein, provided, however, that no interest shall be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order contained herein.

b. Handling Charge. Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of \$15 shall be paid if any portion of the Assessed Penalty is more than 30 days past due.

c. Nonpayment Penalty. Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum shall be paid on any portion of the Assessed Penalty that is more than 90 days past due, which nonpayment shall be calculated as of the date the underlying penalty first becomes past due.

4.9. The Assessed Penalty, including any additional costs incurred under Paragraph 4.8, represents an administrative civil penalty assessed by the EPA and shall not be deductible for purposes of federal taxes.

4.10. The undersigned representative of Respondent certifies that he or she is authorized to enter into the terms and conditions of this Consent Agreement and to bind Respondent to this document.

4.11. The undersigned representative of Respondent also certifies that, as of the date of Respondent's signature of this Consent Agreement that Respondent has corrected the violation alleged in Part III.

4.12. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys' fees in bringing or defending this action.

4.13. For the purposes of this proceeding, Respondent expressly waives any affirmative defenses and the right to contest the allegations contained in the Consent Agreement and to appeal the Final Order.

4.14. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its agents, servants, employees, successors, and assigns.

4.15. Respondent consents to the issuance of any specified compliance or corrective action order, to any conditions specified in this Consent Agreement, and to any stated permit action.

4.16. The above provisions in Part IV are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED:

3/14/2025

FOR RESPONDENT:



ZIAD HAGE, Owner
BASIC OUTLET LLC

FOR COMPLAINANT:

EDWARD J. KOWALSKI, Director
Enforcement & Compliance Assurance Division
EPA Region 10

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:)	DOCKET NO. FIFRA-10-2025-0047
)	
BASIC OUTLET LLC,)	FINAL ORDER
)	
Kirkland, Washington.)	
)	
Respondent.)	
)	

1.1. The Administrator delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who redelegated this authority to the Regional Judicial Officer in EPA Region 10.

1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by the EPA of all claims for civil penalties under FIFRA for the violation alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order shall 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. This Final Order does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of FIFRA and regulations promulgated or permits issued thereunder.

1.4. This Final Order shall become effective upon filing with the Regional Hearing Clerk.

IT IS SO ORDERED.

Regional Judicial Officer
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: Basic Outlet LLC, Docket No.: FIFRA-10-2025-0047** was filed with the Regional Hearing Clerk and that a true and correct copy was served on the date specified below to the following addressees via electronic mail:

Danielle Meinhardt
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 10
1200 6th Avenue, Suite 155, Mail Stop 11-C07
Seattle, Washington 98101
Meinhardt.Danielle@epa.gov

Ziad Hage
Owner
Basic Outlet LLC
12520 81st Place NE
Kirkland, Washington 98034-2507
zhage@live.com

Regional Hearing Clerk
EPA Region 10