

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of
Zoono Holdings USA LLC
Respondent
Proceeding Under the Federal
Insecticide, Fungicide and
Rodenticide Act, as amended.

**CONSENT AGREEMENT
AND FINAL ORDER**

Docket No. FIFRA-02-2022-5075

Consent Agreement

1. This is an administrative action commenced and concluded under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. § 136l(a) (hereinafter referred to as “FIFRA” or the “Act”), and Sections 22.13(b), 22.18(b)(2) & (3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“CROP”), as codified at 40 C.F.R. Part 22. Pursuant to Section 22.13(b) of the CROP, where the parties agree to settlement of one or more causes of action before the filing of an administrative complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order (“CA/FO”) pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).
2. The Complainant in this proceeding is the Director of the Enforcement and Compliance Assurance Division (“ECAD”), United States Environmental Protection Agency, Region 2 (“USEPA” or “EPA”).
3. Respondent is Zoono Holdings USA LLC, a New Jersey limited liability company (hereinafter “Respondent” or “Zoono Holdings”)

4. Respondent's headquarters is at 1151 Broad Street, Suite 115, Shrewsbury, New Jersey 07702.

5. The parties agree that settling this action without the filing of a Complaint or the adjudication of any issue of fact or law is an appropriate means of resolving this administrative proceeding and in their interest and in the public interest.

Jurisdiction and Waiver of Right to Hearing

6. For the purpose of this proceeding and in the interest of an expeditious resolution of this matter, Respondent (a) admits that EPA has jurisdiction pursuant to Section 14 of FIFRA, 7 U.S.C. § 136l(a), to commence a civil administrative proceeding on the violations described in the Findings of Fact and Conclusions of Law section below; and (b) neither admits nor denies the factual allegations contained herein.

7. Respondent explicitly and knowingly waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c) and any right it may have to contest the allegations in this Consent Agreement or on the accompanying Final Order ratifying it (together hereinafter referred to as "this CA/FO") or to appeal or otherwise seek review of this CA/FO in any forum.

Legal Authorities

8. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), defines "label" as the written, printed, or graphic matter on, or attached to, the pesticide or any of its containers or wrappers.

9. Section 2(p)(2)(A) of FIFRA, 7 U.S.C. § 136(p)(2)(A), defines, in relevant part, "labeling" to mean all labels or other written, printed, or graphic matter (a) accompanying the pesticide or (b) to which reference is made on the label or in literature accompanying the pesticide.

10. Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A) states, in relevant part, that a pesticide 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.

11. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines the term “person” to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.

12. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines, in relevant part, the term “pest” to include any fungus, virus, bacteria or other micro-organism.

13. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines, in relevant part, the term “pesticide” as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.

14. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines, in relevant part, 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.

15. Section 2(mm) of FIFRA, 7 U.S.C. § 136(mm), defines the term “antimicrobial pesticide” as, among other things “a pesticide that (A) is intended to (i) disinfect, sanitize, reduce or mitigate growth or development of microbiological organisms.”

16. Pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a, no person may distribute or sell any pesticide that is not registered. Registration includes EPA’s review and approval of a pesticide product’s label and other associated labeling. Approved labeling generally includes all permissible efficacy claims, instructions for the product’s use, and various warning and precautionary statements to protect the pesticide user, human health, and the environment. EPA

particularly scrutinizes pesticides claimed to control human pathogens---commonly known as “public health claims” or “antimicrobial claims” ---because of the potential adverse public health impacts if those products fail to work as claimed.

17. Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136j(a)(1)(B), states that it shall be unlawful for any person in any State to make claims for a registered pesticide as part of the distribution or sale that substantially differ from any claims made for it as part of the statement required in connection with registration pursuant to Section 3(c) of FIFRA, 7 U.S.C. § 136a(c).

18. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), provides, in relevant part, that “it shall be unlawful for any person in any State to distribute or sell to any person. . . any pesticide which is. . . misbranded. . .”

19. Pursuant to the authority in Section 25(a) of FIFRA, 7 U.S.C. § 136w(a), the Administrator promulgated the pesticide registration regulations at 40 C.F.R. Part 152 and the labeling requirements for pesticides found at 40 C.F.R. Part 156.

20. The regulation codified at 40 C.F.R. § 152 states in relevant part that a “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.” Sub-section (a) of this provision directs that a statement be filed with EPA 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. Sub-section (d) of this provision specifies that (except in ways not relevant to this matter) the label of a distributor product must be the same as the label of the registered product.

21. The regulation codified at 40 C.F.R. §§ 156.10(a)(5)(i) through (x) states that a pesticide is mislabeled if its labeling is false or misleading in any particular manner, including with regard to both pesticidal and non-pesticidal claims.

22. EPA's regulation at 40 C.F.R. §§ 156.10(a)(5)(i) through (x) provides examples of false and misleading statements or representations in the labeling which constitute misbranding. Examples include false and misleading statements as to the efficacy of the pesticide (40 C.F.R. § 156.10(a)(5)(ii)), comparative statements to other pesticides (40 C.F.R. § 156.10(a)(5)(iv)), safety claims made on behalf of the product or its ingredients (40 C.F.R. § 156.10(a)(5)(ix)) and non-numerical and/or comparative statements regarding the safety of the product (40 C.F.R. § 156.10(a)(5)(x)).

23. Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), provides, in relevant part, that “[a]ny. . . wholesaler, dealer, retailer, or other distributor who violates any provision of this subchapter may be assessed a civil penalty by [EPA] of not more than \$5,000 for each offense. . .” The Federal Civil Penalties Inflation Adjustment Act of 1990, as amended, 28 U.S.C. § 2461, and its implementing regulations at 40 C.F.R. Part 19, have increased the amount to \$21,805 for each offense occurring after November 2, 2015, where penalties are assessed on or after January 12, 2022.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

24. Respondent (Zoono Holdings USA LLC) is and has been for all times relevant to the matters asserted below, a limited liability company, and therefore, a “person” as that term is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

25. Respondent is a subsidiary of Zoono Group Ltd., Sydney, Australia.

26. On May 19, 2014, EPA assigned company number 90830 to Zoono USA LLC, a New Jersey company that had purchased the rights to distribute and sell Zoono-branded products, including pesticides, in the United States.

27. On or about July 9, 2014, a supplemental distributor statement within the meaning of 40 C.F.R. §152.32(a) was submitted to EPA that allowed Zoono USA LLC to distribute and sell a product registered by a primary registrant, mPact Environmental Solutions LLC (hereinafter “mPact”).

28. Pursuant to the supplemental distributor statement, Zoono USA LLC could lawfully distribute mPact’s product “mPale Antimicrobial, A Silane Quarternary Ammonium Salt” (formerly “mPale Antimicrobial Aegis Microbe Shield), EPA Reg. No. 83129-1 (hereinafter “mPale Antimicrobial”) as “Zoono Microbe Shield,” EPA Reg. No 83129-1-90830.

29. Zoono Microbe Shield is a “pesticide” within the meaning of Section 2(u) of FIFRA, 7 U.S.C. §136(u).

30. From 2014 until the creation of the Respondent in June 2020, Zoono USA LLC distributed and sold Zoono Microbe Shield to customers in the United States.

31. On or about June 22, 2020, Zoono Group Ltd bought back from Zoono USA LLC the right to use the Zoono name for the sale and distribution of products, including Zoono Microbe Shield, in the United States.

32. On or about June 22, 2020, Zoono Group Ltd passed these distribution rights on to Respondent.

33. Respondent commenced business operations in November 2020 (at Zoono USA LLC’s former address and employing some of Zoono USA LLC’s personnel). From November 2020 to at least September 2021, Respondent distributed and sold Zoono Microbe Shield, EPA

Reg. No. 83129-1-90830, without arranging for the transfer of Zoono USA's company number (90830) to itself or entering into a new supplemental distribution agreement with mPact.

34. Respondent is and has been during the time periods set forth below, a "registrant," "wholesaler," or "other distributor" of pesticides within the meaning of Section 14(a)(1) of FIFRA, 7 U.S.C. § 1361(a)(1).

35. On at least 178 separate instances, from November 1, 2020, through September 2021, Respondent distributed or sold Zoono Microbe Shield in various sizes of containers (1 gallon, 1 liter, 100 milliliter (ml), and 250 ml) with product labels and labeling containing the statements and claims identified in Paragraphs 38 and 40 below.

36. Approved uses allowed to be displayed on mPale Antimicrobial labeling as part of its registration -- and therefore on Zoono Microbe Shield labeling -- are limited to effectiveness against odor causing bacteria, bacteria which cause staining and discoloration, fungi (mold and mildew) and algae as a static agent.

37. Claims to act as a general disinfectant or sanitizer or as a continuous surface protectant were not part of mPale Antimicrobial's registration.

38. Numerous claims on the product label and labeling (packaging, print marketing, sell sheet(s), websites, social media, and other advertisements) for Zoono Microbe Shield reveal numerous instances of explicit public health and extended or continuous kill claims, including but not limited to:

- a. "Surface sanitizer that continuously kills germs for up to 30 days"
- b. "Zoono technology provides the anti-bacterial, anti-viral, anti-fungal and anti-algal protection of a broad-spectrum antimicrobial sanitizer that continuously kills for up to a month on hard surfaces"

- c. “Kills 99.9% of germs on contact”
- d. “Extremely long lasting”
- e. “Applied just once every 90 days, this. . .long-lasting antimicrobial. . .”
- f. “Zoono has been successfully tested against a variety of pathogens including the hospital superbug MRSA, Staph, E-coli, H1N1, MERS, Norovirus, plus many more”

39. Each of Respondent’s distributions or sales of Zoono Microbe Shield bearing the claims described in the preceding paragraph constitutes a distribution or sale with claims substantially differing from those made as part of the registration of mPale Antimicrobial.

40. Numerous claims on the labeling (print marketing, sell sheet(s), websites, social media, and other advertisements) for Zoono Microbe Shield products distributed or sold by Respondent constitute false and misleading claims within the meaning of 40 C.F.R.

§§ 156.10(a)(5)(ii) & (ix), including, but not limited to, the following:

- a. Comparisons to other pesticides (example: “Unlike traditional antimicrobials that only work while wet, Zoono starts to work while it is wet but works best once it is dried, offering continuous germ-killing barrier that protects the surfaces and keeps germs from colonizing hundreds of times longer than typical disinfectant. . .”)
- b. “A single application continuously kills 99.99% of [bathroom or kitchen] germs for up to 30 days on surfaces”
- c. “Surface sanitizer that continuously kills germs for up to 30 days”
- d. “Zoono kills germs Better Stronger Longer than a traditional sanitizer”

- e. “Long lasting antimicrobial protection against a wide variety of microorganisms, including. . .MRSA, Salmonella, E-Coli, Listeria, Viruses.”
- f. “Unsurpassed Residual Performance and Unmatched Residual Efficacy”
- g. “Nontoxic product”
- h. “Less toxic than Vitamin C”
- i. “Safe”
- j. “Zoono is antimicrobial nanotechnology that uses intelligent molecules to actively and consistently reduce pathogen loads on surfaces by using physics to kill germs instead of chemistry.”

41. Each of Respondent’s distributions or sales of Zoono Microbe Shield bearing the claims described in the preceding paragraph constitutes a sale or distribution of a misbranded pesticide as defined by Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(a)(1)(A), and 40 C.F.R. §§ 156.10(a)(5)(i) through (x).

42. Each of Respondent’s distributions or sales of Zoono Microbe Shield, as alleged herein, constitutes an unlawful act as provided in Sections 12(a)(1)(B) and (E) of FIFRA, 7 U.S.C. §§136j(a)(1)(B) and (E).

43. Each of the Respondent’s sales or distributions of Zoono Microbe Shield, as alleged herein, constitutes a separate and distinct violation for which EPA may assess a penalty pursuant to Section 14(a)(1)(A) of FIFRA, 7 U.S.C. § 136l(a)(1).

44. Respondent has submitted corporate financial information to EPA on various dates in September, October and December of 2021 demonstrating financial difficulty and supporting a reduction in the size of the civil penalty that potentially could be assessed for the violations alleged by EPA in this civil administrative proceeding.

45. On or about December 16, 2021, a supplemental distributor statement within the meaning of 40 C.F.R. §152.32(a) was submitted to EPA that allowed Respondent to lawfully distribute and sell mPale Antimicrobial as Zoono Microbe Shield, EPA Reg. No. 83129-1-100098.

Civil Penalty

46. Respondent shall pay, by cashier's or certified check or electronically by Fedwire, a civil penalty in the amount of **One Hundred and Twenty Thousand Dollars (\$120,000.00)**. The civil penalty shall be paid in accordance with the payment terms set out in this CA/FO section and according to the following schedule (**with accrued interest of \$875.02, total payment will be \$120,875.02**):

a. 1st Payment: The first payment in the amount of **\$20,000.00**, consisting of a principal payment of \$20,000.00, shall be received by EPA *on or before thirty (30)* calendar days from the date of the Regional Administrator's signature of the Final Order ("due date #1").

b. 2nd Payment: The second payment in the amount of **\$16,916.67**, consisting of a principal payment of \$16,666.67 and an interest payment of \$250.00, shall be received by EPA *on or before ninety (90) calendar days* from the date of the Regional Administrator's signature of the Final Order ("due date #2").

c. 3rd Payment: The third payment in the amount of **\$16,875.00**, consisting of a principal payment of \$16,666.67 and an interest payment of \$208.33, shall be received by EPA *on or before one hundred and eighty (180) calendar days* from the date of the Regional Administrator's signature of the Final Order ("due date #3").

d. 4th Payment: The fourth payment in the amount of **\$16,833.34**, consisting of a principal payment of \$16,666.67 and an interest payment of \$166.67, shall be received by EPA *on or before two hundred and seventy (270) calendar days* from the date of the Regional Administrator's signature of the Final Order ("due date #4").

e. 5th Payment: The fifth payment in the amount of **\$16,791.67**, consisting of a principal payment of \$16,666.67 and an interest payment of \$125.00 shall be received by EPA *on or before three hundred and sixty (360) days* from the date of the Regional Administrator's signature of the Final Order ("due date #5).

f. 6th Payment: The sixth payment in the amount of **\$16,750.00**, consisting of a principal payment of \$16,666.67 and an interest payment of \$83.33 shall be received by EPA *on or before four hundred and fifty (450) days* from the date of the Regional Administrator's signature of the Final Order ("due date #6).

g. 7th Payment: The seventh payment in the amount of **\$16,708.34**, consisting of a principal payment of \$16,666.67 and an interest payment of \$41.67 shall be received by EPA *on or before five hundred and forty (540) days* from the date of the Regional Administrator's signature of the Final Order ("due date #7).

47. Respondent shall make payment via one of the following payment transmittal methods:

a. If Respondent chooses to make payment by check(s), then each check shall be made payable to the "Treasurer of the United States of America" and shall be mailed by one of the following two methods:

STANDARD DELIVERY

Each check shall be mailed to:

United States Environmental Agency
Fines & Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

SIGNED RECEIPT CONFIRMATION DELIVERY (Fedex, DHL, UPS, USPS, Certified, Registered, etc.)

United States Environmental Protection Agency
Government Lockbox 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

Each check shall be identified with a notation thereon listing the following: ***In the Matter of Zoono Holdings USA LLC*** and shall bear the Docket No. **FIFRA-02-2022-5075**.

b. If Respondent chooses to make payment electronically through Fedwire,

Respondent shall provide the following information to its remitter bank (Federal Reserve Bank of New York) when each payment is made:

1. Amount of payment, **See Schedule in Paragraph 46 (a) through (g)**
2. SWIFT address: **FRNUS33, 33 Liberty Street, New York, NY 10045**
3. Account Code for Federal Reserve Bank of New York receiving payment: **68010727**
4. Federal Reserve Bank of New York ABA routing number: **021030004**
5. Field Tag 4200 of the Fedwire message should read: **“D 68010727 Environmental Protection Agency”**
6. Name of Respondent: **Zoono Holdings USA LLC**
7. Case Docket Number: **FIFRA-02-2022-5075**

c. If Respondent chooses to make on-line payment(s), Respondent shall go to

www.pay.gov and enter SFO 1.1 in the search field on the tool bar on the Home Page, select Continue under “EPA Miscellaneous Payments—Cincinnati Finance Center” and open the form and complete the required fields. Once the payment has been effected,

Respondent shall email proof of payment to Ridarick.Kristen@epa.gov and Wise.Milton@epa.gov with **In the Matter of Zoono Holdings USA LLC, Docket No. FIFRA-02-2022-5075** as the subject line.

48. Failure to pay the full amount of penalty, according to the above provisions, will result in the referral of this matter to the United States Department of Justice and/or the United States Department of Treasury for collection and/or other appropriate action. The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

49. If Respondent fails to make timely payment of any of the required installment payments in accordance with the schedule set forth in Paragraph 46(a) through (g) 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 be liable for, and shall pay, interest, administrative handling charges and late penalty charges, as described in Subparagraphs (a)-(c) below, in the event of any such failure or default and remit such payment in accordance with the payment instructions in Paragraph 47 above.

a. Interest: Any unpaid portion of a civil penalty must bear interest at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Interest will therefore begin to accrue on any portion of the civil penalty not paid by the relevant Due Date(s) specified above. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).

b. Handling Charges: Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day

calendar day period or any portion thereof, following the date the payment was to have been made, in which payment of the amount remains in arrears.

c. Late Penalty Charge: A late penalty charge of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent more than ninety (90) days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

50. Respondent may, at any time after commencement of payment under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.

51. The civil penalty (including any payment(s) for interest or late payment and handling charges that have become due) constitutes a penalty within the meaning of 26 U.S.C. § 162(f) and does not constitute a deductible expenditure for purposes of federal or state law.

Certifications

52. Respondent certifies that, to the best of its knowledge, it is currently in compliance with the applicable provision of FIFRA, 7 U.S.C. §§ 136-136y, and its implementing regulations, including the requirements regarding the lawful distribution and sale of pesticides.

53. Respondent further certifies under penalty of law that:

a. On or about September 22, 2021, Respondent sent cease and desist letters to several companies whose websites displayed unapproved claims in advertising for the sale of the Zoono Microbe Shield.

b. Respondent further certifies that its overall current financial circumstances make a one-time payment of the full civil penalty a hardship; it has therefore requested the installment schedule herein.

c. Respondent certifies as to the truth, accuracy and completeness of the financial information and documentation provided on the dates set forth in Paragraph 44 above, as well as the representations made relating to Respondent's financial condition. EPA has relied on the accuracy of the financial information and documentation submitted by Respondent in negotiating the civil penalty for this settlement.

54. Respondent acknowledges its awareness that false or misleading certification and submission of false or misleading information or documentation to the United States government may subject a person to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information or documentation certified to and/or provided and/or representations made to Complainant is false or, in any material respect, inaccurate.

General Provisions

55. This Consent Agreement is being voluntarily and knowingly entered into by the Complainant and Respondent. Respondent further consents to the issuance of the accompanying Final Order ratifying this Consent Agreement.

56. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the civil penalty in accordance with the terms of this Consent Agreement.

57. Full payment of the penalty shall only resolve Respondent's liability for federal civil penalties for the facts and violations described in Paragraphs 33 to 43 above. Full payment

of this penalty shall not in any case affect the authority of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

58. This Consent Agreement is not intended and is not to be construed to waive, extinguish, or otherwise affect Respondent's obligation to comply with applicable federal, state, or local laws, rules or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit. This Consent Agreement is not intended and is not to be construed to waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of FIFRA and the regulations promulgated thereunder.

59. Compliance with the requirements and provisions of this Consent Agreement shall not constitute a defense to any subsequent (i.e., following the filing of this document) action, suit, or proceeding EPA (or the United States Department of Justice, on behalf of EPA) may commence pursuant to any applicable federal statutory or regulatory provision for any violation(s) occurring after the date of the execution of the Final Order accompanying this Consent Agreement, or for any violation(s) of FIFRA statutory or regulatory requirements or prohibitions not alleged herein but that may have occurred prior to the date of the execution of the Final Order accompanying this Consent Agreement.

60. Respondent consents to the use of electronic signatures in this matter and to service upon it of a Copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk via electronic mail to the following addressee(s):

- Seth Goldberg (Outside Counsel for Respondent) at the email address: SGoldberg@step toe.com
- Paul Hyslop, Managing Director of Zoono Holdings USA LLC at the email address: Paul.Hyslop@zoono.com

Delivery of the fully executed documents to the email addresses in this paragraph shall constitute Respondent's receipt and acceptance of the CA/FO.

61. Any responses, documentation, and other communication submitted to EPA in connection with this Consent Agreement shall be sent by email to:

Kristen Ridarick
Ridarick.Kristen@epa.gov

and

Bruce Aber
Aber.Bruce@epa.gov

62. Unless the above-named EPA contacts are later advised otherwise in writing via electronic mail, EPA shall address any written future correspondence (including any correspondence related to payment of the penalty in accordance with the provisions of this CA/FO), to the addressees identified in Paragraph 60.

63. Respondent has read the Consent Agreement, understands its terms, finds it to be acceptable, and consents to its issuance and its terms. Respondent agrees that this Consent Agreement, as it is subsequently to be ratified with execution of the accompanying Final Order, constitutes the entire agreement between the parties and all terms of settlement area set forth herein.

64. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any criminal or civil action or other administrative proceeding, except in an action or proceeding to enforce or seek compliance with this Consent Agreement and its accompanying Final Order.

65. Nothing in this Consent Agreement and Final Order shall be construed as a release from any other action under any law and/or regulation administered by EPA.

66. Each undersigned signatory to this Consent Agreement certifies that: (a) he or she is duly and fully authorized to enter into this Consent Agreement and all the terms, conditions and requirements set forth in this Consent Agreement and Final Order, and (b) he or she is duly and fully authorized to bind the party on behalf of whom (which) he or she is entering this Consent Agreement to comply with and abide by all the terms, conditions and requirements of this Consent Agreement.

67. The terms of this Consent Agreement bind Respondent, its successors, and assigns. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

68. Each party hereto agrees to bear its own costs and fees in this matter.

In the Matter of Zoono Holdings USA, LLC, FIFRA-02-2022-5075

RESPONDENT:



BY: _____
(Signature)

NAME: **Paul Hyslop**

TITLE: **Managing Director**

COMPANY NAME: **Zoono Holdings USA LLC**

DATE: 11th August 2022

In the Matter of Zoono Holdings USA LLC, FIFRA-02-2022-5075

COMPLAINANT:

For Dore F. LaPosta, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency - Region 2

DATE: 08/17/2022

In the Matter of Zoono Holdings USA LLC, FIFRA-02-2022-5075

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement in the Matter of Zoono Holdings USA, LLC bearing Docket Number FIFRA-02-2022-5075. The Consent Agreement, having been duly accepted and entered into by the parties, is hereby approved and incorporated into this Final Order. This Final Order is hereby issued and shall take effect when filed (either electronically or by hand) with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, New York. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3).

LISA F. GARCIA
Regional Administrator
U.S. Environmental Protection Agency - Region 2
290 Broadway
New York, New York 10007-1866

DATE: _____

In the Matter of Zoono Holdings USA, LLC, FIFRA-02-2022-5075

CERTIFICATE OF SERVICE

I certify that I have this day caused to be sent the foregoing fully executed Consent Agreement and Final Order (“CA/FO”), bearing the above-referenced docket number, in the following manner to the respective addressees listed below:

By Electronic Mail:

Karen Maples
Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007-1866
Maples.Karen@epa.gov

By Electronic Mail:

Steptoe & Johnson LLP
c/o Seth Goldberg, Partner
1330 Connecticut Avenue, NW
Washington, DC 20036
sgoldberg@steptoe.com

Paul Hyslop, Managing Director
Zoono Holdings USA LLC
Paul.Hyslop@zoono.com

Dated: _____, 2022
New York, New York
