

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9
75 HAWTHORNE ST
San Francisco, CA 94105**

IN THE MATTER OF:

EXPEDITED SETTLEMENT AGREEMENT AND FINAL ORDER

7. A device may be “misbranded” if its label does not bear the establishment number of the final EPA-registered establishment at which it was produced. 7 U.S.C. § 136(q)(1)(E); 40 C.F.R. §§ 156.10(a)(1)(v), (f).

8. “Establishment” means any place where a pesticide or device or active ingredient used in producing a pesticide is produced or held for distribution or sale. 7 U.S.C. § 136(dd).

9. On or about May 27, 2026, Respondent imported a device known as “H Trap Professional Horse Fly Control System” in entry number 071-03045618, at the Los Angeles/Long Beach Seaport.

10. The product “H Trap Professional Horse Fly Control System” bears a label which claims it is a “Horse Fly Control System” that is “for catching tabanids” and that the product offers “effective and easy control of horse flies (tabanids)”. Therefore, the product is a device under FIFRA section 2(h). 7 U.S.C. § 136(h).

11. The device listed did not bear a label providing the establishment number for the EPA-registered establishment where it was produced. The device bore a label with an invalid establishment number (92752-CH-1), rather than the establishment number for the EPA-registered establishment where the device was produced (92752-CHN-1). Therefore, the device listed herein was misbranded, and its distribution was in violation of FIFRA section 12(a)(1)(F). 7 U.S.C. § 136j(a)(1)(F).

12. Respondent distributed or sold the device listed herein, for a total of one unlawful distribution or sale of a misbranded device under FIFRA section 12(a)(1)(F). 7 U.S.C. § 136j(a)(1)(F).

13. The EPA is authorized to enter into this Expedited Settlement Agreement (“Agreement”) and Final Order (“Final Order”), and this proceeding for the assessment of a civil penalty is simultaneously commenced and concluded, pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136/(a) and 40 C.F.R. § 22.13(b) and § 22.18(b).

14. The EPA and Respondent (collectively referred to as the “Parties”) agree to settle this matter for a civil penalty of TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700), to be paid within 30 days of the date the Agreement and Final Order is filed with the Regional Hearing Clerk for the FIFRA violation identified herein.

15. Respondent shall pay the full civil penalty amount using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

16. When making a payment, Respondent shall:

- (a) Identify payment with Respondent’s name and the docket number of this Agreement and Final Order, Docket No. FIFRA-09-2026-0135

- (b) Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Regional Hearing Clerk
Office of Regional Counsel (ORC-1)
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
R9HearingClerk@epa.gov

Zackary Hovland
Enforcement and Compliance Assurance Division (ENF-2-3)
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
Hovland.Zackary@epa.gov

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000
Docket No. FIFRA-09-2026-0135
Via electronic mail to:
CINWS_AcctsReceivable2epa.gov

“Proof of payment” means, as applicable, a copy of the cashed check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

17. Respondent’s full compliance with the terms of this Agreement and Final Order shall only resolve Respondent’s liability for federal civil penalties for the violation and facts alleged herein.

18. No portion of the civil payment or interest paid by Respondent pursuant to the requirements of this Agreement shall be claimed by Respondent as a deduction of federal, state, or local income tax purposes.

19. Respondent certifies under penalty of perjury that it has provided a detailed explanation for how compliance was achieved, including the date, location, and description of the action that was taken, the quantity of product brought into compliance, and any other demonstrative information (e.g., product images) showing that compliance was achieved. If the

violation could not be corrected, the report will include steps taken by Respondent to prevent recurrence of the violation.

20. By signing this Agreement and submitting payment for the above penalty amount, Respondent: (a) admits that Respondent is subject to the requirements in paragraphs 1 through 19; (b) admits that the EPA has jurisdiction over Respondent and Respondent's conduct as alleged herein; (c) neither admits nor denies the factual allegations contained herein; (d) consents to the assessment of the penalty set forth herein; and (e) waives any right to contest the allegations contained herein and its right to appeal the proposed Final Order attached hereto.

21. Upon signing and returning this Agreement to the EPA, Respondent 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.

22. The Parties shall bear their own costs and fees, if any.

23. The Parties agree that settlement of this matter is in the public interest.

24. The Agreement authorized by the EPA's execution of the Final Order attached hereto constitutes a final order under 40 C.F.R. Part 22.

25. This Agreement is binding on the Parties and in accordance with 40 C.F.R. § 22.31(b), is effective upon filing of the Final Order.

26. The Parties consent to receive service of this Agreement and Final Order by email to adams.judson@epa.gov (for Complainant) and gail@bedoukian.com (for Respondent).

27. Unless an extension has been granted in writing by the EPA, if Respondent does not sign and return this Agreement within 30 days of receipt of this Agreement, the Agreement is automatically withdrawn without prejudice to the EPA's ability to file an enforcement action for the above or any other violations.

28. If Respondent chooses to not to enter into this Agreement and fully comply with its terms, the EPA may pursue more formal enforcement measures to correct the violation(s) and seek penalties of up to \$24,885 (adjusted for inflation) per violation pursuant to Section 14 of FIFRA, 7 U.S.C. § 136l.

WE HEREBY AGREE TO THIS:

FOR RESPONDENT:

Gail A. Bedoukian

Date:

August 27, 2026

Name (Print): CORPORATE SECRETARY, BEDOUKIAN RESEARCH, INC.

Title (Print): DIRECTOR OF SALES, BITE LITE LLC

FOR COMPLAINANT:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Scott McWhorter

Acting Manager

Toxics Section

Enforcement and Compliance Assurance Division

U.S. Environmental Protection Agency, Region 9

Complainant and Respondent, having entered into the foregoing Expedited Settlement Agreement, this Agreement shall become effective upon filing.

This Expedited Settlement Agreement and Final Order shall be entered and Respondent shall pay a civil penalty in the amount of \$2,700 and comply with any other terms and conditions set forth in this Agreement.

IT IS SO ORDERED.

Regional Judicial Officer
U.S. EPA, Region IX