

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

**FILED**

Apr 16, 2024

4:34 pm

**U.S. EPA REGION 4  
HEARING CLERK**

In the Matter of:

Freshlight, LLC

Respondent.

Docket No. FIFRA-04-2024-3009(b)

**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. § 136l(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 (Consolidated Rules)*, 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. § 136l(a).
5. Respondent is Freshlight, LLC (Freshlight or Respondent), a limited liability company doing

business in the State of Florida with its principal place of business located at 1015 Atlantic Boulevard, #160, Atlantic Beach, Florida 32233.

### 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) 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.
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 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 25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1).
11. 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.
12. Pursuant to 40 C.F.R. § 152.3, "to distribute or sell" 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.
13. Pursuant to 40 C.F.R. § 167.3, "pesticidal product" means a pesticide, active ingredient, or device.
14. Pursuant to 40 C.F.R. § 152.500(b)(1), a device is subject to the requirements set forth in Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. Part 156, with respect to labeling.
15. Pursuant to 40 C.F.R. § 152.500(b)(5), a device is subject to the requirements set forth in Sections 12, 13, and 14 of FIFRA, 7 U.S.C. §§ 136j, 136k, and 136l, with respect to violations, enforcement activities, and penalties.

16. 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 ingredients which is false or misleading in any particular.
17. Pursuant to 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.
18. Pursuant to 40 C.F.R. § 156.10(a)(5)(ii), (iv), (vii), and (ix), examples of statements or representations which constitute misbranding include: (ii) a false or misleading statement concerning the effectiveness of a product as a pesticide or a device; (iv) a false or misleading comparison with other pesticides or devices; (vii) a true statement used in such a way as to give a false or misleading impression to the purchaser; (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.”
19. Pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), a pesticide is “misbranded” if its label does not bear the registration number assigned under Section 7 of FIFRA, 7 U.S.C. § 136e, to each establishment in which it was produced.
20. Pursuant to 40 C.F.R. § 156.10(a)(1)(v), every pesticide product shall bear a label that shows clearly and prominently the producing establishment number as prescribed in 40 C.F.R. § 156.10(f).
21. Pursuant to 40 C.F.R. § 156.10(f), the producing establishment registration number preceded by the phrase “EPA Est.” of the final establishment at which the product was produced may appear in any suitable location on the label or immediate container. It 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.
22. Pursuant to Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), a pesticide is “misbranded” if the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under Section 3(d) of FIFRA, 7 U.S.C. § 136a(d), are adequate to protect health and the environment.
23. Pursuant to 40 C.F.R. § 156.10(a)(1)(viii), every pesticide product shall bear a label containing the information specified by FIFRA and the regulations in 40 C.F.R. Part 156, including the directions for use as prescribed in 40 C.F.R. § 156.10(i).
24. Pursuant to Section 2(q)(1)(G) of FIFRA, 7 U.S.C. § 136(q)(1)(G), a pesticide is misbranded if the labeling accompanying it does not contain a warning or caution statement which may be necessary and if complied with, together with any requirements imposed under Section 3(d) of FIFRA, 7 U.S.C. § 136a(d), is adequate to protect health and the environment.
25. Pursuant to 40 C.F.R. § 156.10(a)(1)(vii), every pesticide product shall bear a label containing the information specified by the FIFRA and the regulations in 40 C.F.R. Part 156, including hazard and

precautionary statements as prescribed in Subpart D of 40 C.F.R. Part 156 for human and domestic animal hazards and Subpart E of 40 C.F.R. Part 156 for environmental hazards.

26. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136(b), it is unlawful for any person in any State to distribute or sell to any person any device that is misbranded.
27. 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

28. 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.

##### Air and Water Ionizers

29. On or about May 21, 2020, the EPA was notified by the U.S. Customs and Border Protection (CBP) that Future Forwarding Company, acting as the licensed customs broker for Freshlight, submitted entry documentation in the CBP Automated Commercial Environment (ACE) system for the importation of air and water ionizers under entry number AFJ-19506141. The shipment arrived at the Port of Jacksonville, Florida on or around May 5, 2020.

30. A review of the labels on the air and water ionizers provided by CBP to the EPA showed that the labels bore the following pesticidal claims:

"Encasing people in airtight buildings such as offices, hotels and hospitals without fresh air and light subjects them to an ever increasing overload of mold, dust, cleaning chemicals, VOCs, bacteria and viruses, which eventually overcome the immune system and make them ill. To combat these health and environmental problems, Freshlight combines safe, powerful ionic technology with full-spectrum lighting products that clean and sanitize the air and cut energy costs by up to 80%."

31. The pesticidal claims included on the labels demonstrated that the ionizer products were instruments or contrivances which were intended for trapping, destroying, repelling, or mitigating pests or any other form of plant or animal life, and therefore, were "devices" subject to the requirements of FIFRA. The importation of these devices constitutes "distribution or sale" of these products as that term is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), and 40 C.F.R. § 152.3.
32. Pursuant to 40 C.F.R. § 156.10(a)(5)(ix), the claims pertaining to the safety of the devices, including use of the word "safe," are considered to be false or misleading, and therefore, the devices are considered to be misbranded. Additionally, these devices are misbranded pursuant to 40 C.F.R. § 156.10(a)(5)(ii) because the labels include false or misleading statements regarding the effectiveness of the products as devices. Specifically, the labels broadly claim that the devices are effective against "bacteria" or "viruses" without identifying the specific micro-organism(s) against which the devices have been shown to be effective, thereby communicating that the devices are effective against all pests that fit within those general terms.



33. Because devices are considered misbranded if their labeling is false or misleading "in any particular," 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), the air and water ionizer devices imported by Freshlight on or about May 5, 2020, were misbranded.
34. Further review of these labels also showed that the air and water ionizers were not labeled with the producing establishment number as required by Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), and 40 C.F.R. § 156.10(a)(1)(v). As such, the air and water ionizer devices imported by Freshlight on or about May 5, 2020, were misbranded.

*Freshlight Freshwater Fw*

35. On or around January 13, 2021, FedEx Trade Networks, acting as the licensed customs broker for Freshlight, submitted entry documentation and the electronic alternative to a Notice of Arrival (NOA), in the CBP ACE system for the importation of a device called "Freshlight Freshwater Fw." The shipment arrived at the Port of Memphis, Tennessee FedEx Hub on or about January 5, 2021, under entry number 799-08196933. The importation of these devices constitutes "distribution or sale" of these devices as that term is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), and 40 C.F.R. § 152.3.
36. The Freshlight Freshwater FW product is a water filtration device. A review of the Freshlight Freshwater Fw product labels showed they contained neither precautionary language nor directions for use, as required by Sections 2(q)(1)(F) and (G) of FIFRA, 7 U.S.C. §§ 136(q)(1)(F) and (G), and 40 C.F.R. §§ 156.10(a)(1)(vii) and (viii). As such, the Freshlight Freshwater Fw devices imported by Freshlight on or about January 5, 2021, were misbranded.

*Freshlight LED Light*

37. On or about January 20, 2021, Future Forwarding Company, acting as the licensed customs broker for Freshlight, submitted entry documentation and the electronic alternative to the NOA in the CBP ACE system for the importation of a device called "Freshlight LED Light." The shipment arrived at the Port of Jacksonville, Florida on or about January 5, 2021, under entry number AFJ-19542187. The importation of these devices constitutes "distribution or sale" of these devices as that term is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), and 40 C.F.R. § 152.3.
38. A review of the Freshlight LED Light product labels showed they contained neither precautionary language nor directions for use as required by Sections 2(q)(1)(F) and (G) of FIFRA, 7 U.S.C. §§ 136(q)(1)(F) and (G), and 40 C.F.R. §§ 156.10(a)(1)(vii) and (viii). As such, the Freshlight LED Light devices imported by Freshlight on or about January 5, 2021, were misbranded.
39. The Freshlight LED Light product brochure submitted with the January 20, 2021, entry documents included the claim: "proven effective for cleaning the air of dust, fine dust, bacteria, mold, mildew, viruses..." These claims are "false or misleading" regarding the effectiveness of the product, pursuant to 40 C.F.R. § 156.10(a)(5)(ii), as they only identify efficacy against "bacteria" or "viruses," without identifying the specific micro-organism(s) against which the product has been shown to be effective, thereby communicating that the product is effective against all pests that fit within those general terms.

40. Because devices are considered misbranded if their labeling is false or misleading “in any particular,” 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), the Freshlight LED Light devices imported by Freshlight on or about January 5, 2021, were misbranded.

Website Review of Air Purification Products and Water Purification Products

41. On or around July 10, 2023, the EPA conducted a review of the Respondent’s website (<https://www.freshlightusa.com/>), which was found on the labeling of the imported products described in paragraphs 29–40. This review revealed that Freshlight appeared to be offering for sale the following seven air purification products and two water purification products via an “add-to-cart” button on the website: (1) Wall Plug-in; (2) LED Light Panel w/ Ionization; (3) Aurora LED Light Bulb w/ Ionization; (4) Ion Generator; (5) Ion Bar 750; (6) HDT Nano Tube Lighting w/ Ionization; (7) Ion Tower Max; (8) Commercial Water Ionizers; and (9) Whole House Water Ionizer (collectively, the “Website Devices”). Such offers for sale constitute “distribution or sale” of these devices as that term is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), and 40 C.F.R. § 152.3.
42. The website included claims that the Website Devices being offered for sale were to be used against a number of pests including, but not limited to, “harmful dust carrying viruses, bacteria, pathogens, mold, [and] mildew.” The pesticidal claims included on the website demonstrated that the Website Devices were instruments or contrivances which were intended for trapping, destroying, repelling, or mitigating pests or any other form of plant or animal life, and therefore, were “devices” subject to the requirements of FIFRA.
43. The website labelling also included multiple pesticidal claims including, but not limited to, the following:
- (a) “Eliminates live SARS CoV 2 virus to 99.87%!”;
  - (b) “Produces zero ozone. The EPA warns of Ozone Generators that are Sold as Air Cleaners. (<https://www.epa.gov/indoor-air-quality-iaq/ozone-generators-are-sold-air-cleaners>)”;
  - (c) “The [product name] also delivers the world’s best negative ionization technology to clean the air of fine dust, pollen, bacteria, influenza, viruses, pathogens, mold, mildew, odors, smoke and VOC’S”;
  - (d) “[T]he most powerful and efficient”;
  - (e) “500 times more cleaning power”;
  - (f) “[V]arious health complaints and diseases diminish or even disappear completely”; and
  - (g) “Negative ionization continuously purifies air and water from odor, dust, bacteria, and viruses, including COVID-19, improving health while preventing absenteeism.”
44. Claims (a), (c), (f), and (g), are “false or misleading” regarding the effectiveness of the product, pursuant to 40 C.F.R. § 156.10(a)(5)(ii), as they only broadly identify efficacy against “bacteria,” “viruses,” or “pathogens” without including the specific microorganism(s) against which the

product has been shown to be effective, thereby communicating that the product is effective against all pests that fit within these general terms.

45. Additionally, the claims that the models are comparatively superior (i.e., "The most powerful and efficient" or "500 times more cleaning power") to other products are not substantiated and therefore are false or misleading pursuant to 40 C.F.R. § 156.10(a)(5)(iv).
46. Claim (b) includes the statement, "Produces zero ozone." Even if true, this statement can be false or misleading pursuant to 40 C.F.R. § 156.10(a)(5)(vii) and (ix), as it suggests or gives the impression to the purchaser that the product is safer, less risky, better, or more desirable than a product containing the ingredient in question.
47. Because devices are considered misbranded if their labeling is false or misleading "in any particular," 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), the Website Devices being offered for sale on Respondent's website at the time of the EPA's website review on or around July 10, 2023, were misbranded.

#### V. ALLEGED VIOLATIONS

48. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136(a)(1)(F), by distributing or selling misbranded pesticide devices on the dates outlined in Section IV of this CAFO.

#### VI. STIPULATIONS

49. The issuance of this CAFO simultaneously commences and concludes this proceeding. See 40 C.F.R. § 22.13(b).
50. 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 Fact) 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.
51. 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; and
  - (f) agrees to comply with the terms of this CAFO.
52. 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

53. Respondent consents to the payment of a civil penalty for the violations alleged herein, which was calculated in accordance with the Act, in the amount of **ELEVEN THOUSAND AND THREE HUNDRED DOLLARS** (\$11,300.00), which is to be paid within thirty (30) days of the Effective Date of this CAFO.
54. Payment(s) shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and Docket Number for this matter shall be referenced on the face of the check. If Respondent sends payment by standard U.S. Postal Service delivery, the payment shall be addressed to:

United States Environmental Protection Agency  
P.O. Box 979078  
St. Louis, Missouri 63197-9000

If Respondent sends payment by non-standard mail delivery (e.g., FedEx, DHL, UPS, USPS certified, registered, etc.), the payment shall be sent to:

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



If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York  
ABA: 021030004  
Account Number: 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York, New York 10045  
Beneficiary: Environmental Protection Agency

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 – checking  
Physical location of US Treasury facility:  
5700 Rivertech Court  
Riverdale, Maryland 20737  
REX (Remittance Express): 1-866-234-5681

55. 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

Kanoelehua Ho  
Enforcement and Compliance Assurance Division  
Chemical Safety and Land Enforcement Branch  
ho.kanoelehua@epa.gov

56. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the Facility name and Docket No. **FIFRA-04-2024-3009(b)**.
57. 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 on the civil penalty 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 until the unpaid portion of the penalty and accrued interest is paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b), and 40 C.F.R. § 13.11(a).

- (b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. *See* 40 C.F.R. § 13.11(c).
- (c) Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. *See* 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

58. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:

- (a) refer the debt to a credit reporting agency or a collection agency pursuant to (*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. § 136/(a)(5).

59. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

#### VIII. EFFECT OF CAFO

60. 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.

61. 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.
62. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 14(a) of the Act, 42 U.S.C. § 136/(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 42 U.S.C. § 136/(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
63. 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.
64. 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.
65. 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.
66. 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.
67. Any change in the legal status of the 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.
68. 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.
69. 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.
70. 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.
71. 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.

72. 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.
73. 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.
74. 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**

75. 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 Freshlight, LLC, Docket Number FIFRA-04-2024-3009(b), is hereby stipulated, agreed, and approved for entry.

FOR RESPONDENT:

  
\_\_\_\_\_  
Signature

APRIL 3, 2024  
Date

Printed Name: STEVEN W. COLLINS

Title: MANAGING PARTNER

Address: 1015 ATLANTIC BOULEVARD #160  
ATLANTIC BEACH FLORIDA 32233

The foregoing Consent Agreement In the Matter of **Freshlight, LLC**, Docket Number **FIFRA-04-2024-3009(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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Acting Director  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Freshlight, LLC

Respondent.

Docket No. FIFRA-04-2024-3009(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.**

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Tanya Floyd  
Regional Judicial Officer

## CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of Freshlight, LLC, Docket No. FIFRA-04-2024-3009(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: Steve Collins  
Freshlight, LLC  
steve.collins@freshlightllc.com

To EPA: Kanoelehua Ho  
Life Scientist  
ho.kanoelehua@epa.gov

Robert Caplan  
Senior Attorney  
caplan.robert@epa.gov

Kate Forrest  
Attorney  
forrest.kate@epa.gov

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Shannon L. Richardson, Regional Hearing Clerk  
R4\_Regional\_Hearing\_Clerk@epa.gov