

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. 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.

3.13. 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 \$24,255 for each offense.

General Allegations

3.14. 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).

3.15. The product “Handle Halo” 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

3.16. The allegations in Paragraphs 3.1 through 3.15 of this Consent Agreement are incorporated herein by reference.

3.17. On November 1, 2022, OSI Electronics imported a shipment of the “Handle Halo” product on behalf of Respondent.

3.18. On November 3, 2022, EPA issued a Notice of Refused Admissions pursuant to FIFRA Section 17(c)(1) of FIFRA, 7 U.S.C. § 136o(c)(1) for the shipment of the “Handle Halo” device.

3.19. At all times relevant to this Consent Agreement, the labelling materials for each “Handle Halo” 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) “Handle Halo features touch-safe technology to automatically stop the sanitation process when motion is detected.”
- 2) “Quickly disinfects bacteria, viruses and fungi on surfaces.”
- 3) “Handle Halo keeps your family and customers safe with multi-spectrum, motion-activated UV-C LEDs that automatically sanitizes surfaces after they are touched.”
- 4) “Rest assured and have confidence in Handle Halo keeping your surfaces sanitized.”
- 5) “Keep your family and customers safe.”
- 6) “Safe and Healthy No Chemicals.”
- 7) “Handle Halo Germicidal ultraviolet (UV-C) light inactivates the DNA of many bacterias and viruses – preventing their ability to multiply.”
- 8) “UVC radiation is a known disinfectant for air, water, and nonporous surfaces. UVC radiation has effectively been used for decades to reduce the spread of bacteria, such as tuberculosis, MRSA to E.coli.. Handle Halo has brought this technology and applied it to the #1 touchpoint in households and businesses which are handles, knobs, and levers. Handle Halo also is great for other applications such as light switches, pin pads, garage door opener, even microwave keypads.”

3.20. Respondent imported, and thus distributed or sold, the misbranded “Handle Halo” device once on or around November 1, 2022. Therefore, on or around November 1, 2022, 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 has 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

Andrew Landry
U.S. Environmental Protection Agency
Region 10
landry.andrew@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. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys' fees in bringing or defending this action.

4.12. 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.

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

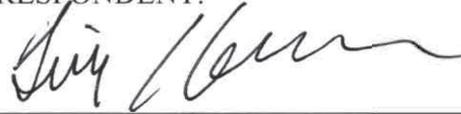
4.14. Respondent consents to the issuance of any specified compliance or corrective action order, to any conditions specified in this consent agreement, and to any stated permit action.

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

DATED:

3-12-24

FOR RESPONDENT:



TRAVIS HENDERSON, Officer
Handle Halo LLC

FOR COMPLAINANT:

EDWARD
KOWALSKI

Digitally signed by EDWARD
KOWALSKI
Date: 2024.03.15 11:56:45 -07'00'

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-10-2024-0035
)	
HANDLE HALO LLC,)	FINAL ORDER
)	
Redmond, Washington.)	
)	
Respondent.)	
)	

1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has re delegated 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: Handle Halo LLC, Docket No.: FIFRA-10-2024-0035** 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:

Rachel M. Breslin
Assistant Regional Counsel
U.S. Environmental Protection Agency
Breslin.rachel@epa.gov

Travis Henderson
Officer
Handle Halo LLC
roofwash@hotmail.com

Regional Hearing Clerk
EPA Region 10