

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of: ) DOCKET NO. FIFRA-10-2026-0053  
 )  
ALL SEASON POWER LLC, ) **CONSENT AGREEMENT**  
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 )  
New Castle, Delaware, )  
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 )  
Respondent. )

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**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, EPA issues, and All Season Power 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 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(y) of FIFRA, 7 U.S.C. § 136(u) defines “registrant” as “a person who has registered any pesticide pursuant to [FIFRA].”

3.6. 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.”

3.7. 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."

3.8. The regulation at 40 C.F.R. § 152.500(a) defines “device” as “any instrument or contrivance (other than a firearm) intended for trapping, destroying, repelling, or mitigating any pest or any other form of plant or animal life (other than man and other than a bacterium, virus, or other microorganism on or in living man or living animals) but not including equipment used for the application of pesticides (such as tamper-resistant bait boxes for rodenticides) when sold separately therefrom.

3.9. 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.”

3.10. 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.”

3.11. 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.”

3.12. The regulation at 40 C.F.R. § 156.10(a)(5) states: “Pursuant to section 2(q)(1)(A) of the Act, a pesticide or a device declared subject to the Act pursuant to § 152.500, is misbranded if its labeling is false or misleading in any particular including both pesticidal and non-pesticidal claims.”

3.13. 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.

3.14. 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.”

3.15. 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.

3.16. Pursuant to Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), it is unlawful for any person who is a registrant, wholesaler, dealer, retailer, or other distributor to fail to file reports as required by FIFRA.

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

3.18. 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**

3.19. Respondent is incorporated in the State of Delaware. Therefore, Respondent is a "person" as defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

3.20. The product "SunJoe Bug Zapper" is a "device" as that term is defined by Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

3.21. On August 6, 2024, Respondent imported a shipment of the "SunJoe Bug Zapper" product under Automated Commercial Environment Entry Number 820-70731151.

### **Count 1: Distribution or Sale of Misbranded Pesticide Device**

3.22. The allegations in Paragraphs 3.1 through 3.20 of this Consent Agreement are incorporated herein by reference.

3.23. On or around August 6, 2024, EPA determined that the product was a misbranded pesticide device and did not bear an accurate EPA Establishment Number upon import. The Importer of Record agreed to pay a penalty to relabel the shipment in a domestic establishment registered with EPA.

3.24. At all times relevant to this Consent Agreement, the labeling materials for each “SunJoe Bug Zapper” 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) “Safe for use around kids and pets-protective grid housing + chemical-free, non-toxic UV light”
- 2) “Non-Toxic UV Black Light: 10W”
- 3) The labeling did not bear an EPA Establishment Number upon import.

3.25. On August 7, 2025, Respondent applied for an EPA Establishment Number and EPA approved Respondent’s application.

3.26. On or around August 12, 2025, EPA approved the amended label and conditionally released the shipment for relabeling.

3.27. On or around September 3, 2025, Respondent verified that relabeling for both shipments occurred at the SunJoe/SnowJoe Distribution Center in Lacey, Washington.

3.28. Respondent imported, and thus distributed or sold, the misbranded “SunJoe Bug Zapper” device once on or around August 6, 2024. Therefore, on or around August 6, 2024, Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F) at least one time.

**Count 2: Import of Pesticide Device without Notice of Arrival**

3.29. The allegations in Paragraphs 3.1 through 3.20 of this Consent Agreement are incorporated herein by reference.

3.30. Respondent was the importer of record, and therefore, “distributor” per Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), for one import to the United States of the “SunJoe Bug Zapper” product on or around August 6, 2024.

3.31. Respondent imported the “SunJoe Bug Zapper” device without filing a Notice of Arrival as required by FIFRA. Therefore, Respondent failed to file the Notice of Arrival for the imported device on one occasion, in violation of Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N).

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

**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, 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, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$6,456 (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 shall be paid by any of the electronic methods specified at: [www.epa.gov/financial/makepayment](http://www.epa.gov/financial/makepayment) and in accordance with instructions provided at that webpage. Respondent must note on the payment its name and the docket number of this action.

4.6. Concurrently with any payment or within 24 hours of any payment, Respondent must serve photocopies of the check, or proof of other payment method, to the following addresses:

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 10  
Via electronic mail to:  
[R10\\_RHC@epa.gov](mailto:R10_RHC@epa.gov)

Martin Lovato  
U.S. Environmental Protection Agency, Region 10  
Via electronic mail to:  
[Lovato.martin@epa.gov](mailto:Lovato.martin@epa.gov)

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

Proof of payment means, as applicable, a copy of the receipt or confirmation of payment method, and any other information required to demonstrate that payment has been made according to

EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

4.7. If Respondent fails to timely pay any portion of the Assessed Penalty, the entire unpaid balance of the Assessed Penalty and all 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. To protect the interests of the United States, any unpaid portion of the Assessed Penalty shall bear interest at the rate set at the Internal Revenue Service (“IRS”) standard underpayment rate applicable on the effective date of the Final Order and non-variable throughout the period of nonpayment, 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 Charges. Pursuant to 31 U.S.C. § 3717(e)(1), Respondent will be assessed a charge to cover EPA's costs of processing and handling overdue debts.

c. Nonpayment Penalty. Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum shall be assessed monthly on all debts, including any portion of the Assessed Penalty, interest, penalties, and other charges that remain delinquent more than 90 days. Nonpayment shall be calculated as of the date the underlying penalty first becomes past due.

4.9. The Assessed Penalty and any additional costs incurred under Paragraph 4.8 represent an administrative civil penalty assessed by 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, Respondent has corrected the violations 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. By signing this Consent Agreement, 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.

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

4.16. 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.

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

DATED:

01/20/2026

FOR RESPONDENT:

  
DONNA WAGNER,  
SVP Corp Ops & Procurement  
ALL SEASON POWER LLC

FOR COMPLAINANT:

  
EDWARD  
KOWALSKI  
Digitally signed by  
EDWARD KOWALSKI  
Date: 2026.01.22  
16:46:20 -08'00'

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-10-2026-0053  
 )  
ALL SEASON POWER LLC, ) **FINAL ORDER**  
 )  
New Castle, Delaware, )  
 )  
Respondent. )  
 )

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1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has 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 EPA of all claims for civil penalties under FIFRA for the violations 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 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.

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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: All Season Power LLC, Docket No.: FIFRA-10-2026-0053**, 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:

Shannon Rebersak  
U.S. Environmental Protection Agency  
Region 10, Mail Stop 11-C07  
1200 Sixth Avenue, Suite 155  
Seattle, Washington 98101  
[rebersak.shannon@epa.gov](mailto:rebersak.shannon@epa.gov)

Donna Wagner  
SVP Corp Ops & Procurement  
All Season Power LLC  
794 School House Rd  
New Castle, Delaware 19720  
[Dwagner@truvoltbrands.com](mailto:Dwagner@truvoltbrands.com)

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Regional Hearing Clerk  
EPA Region 10