

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

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| <b>In the Matter of:</b>               | ) | <b>Docket No.: FIFRA-05-2025-0013</b>          |
|  | ) |  |
| <b>Alexeter Technologies, LLC</b>      | ) | <b>Proceeding to Assess a Civil Penalty</b>    |
| <b>Wheeling, Illinois</b>              | ) | <b>Under Section 14(a) of the Federal</b>      |
|  | ) | <b>Insecticide, Fungicide, and Rodenticide</b> |
| <b>Respondent.</b>                     | ) | <b>Act, 7 U.S.C. § 136l(a)</b>                 |
| <hr style="width:40%; margin-left:0"/> |   |  |

**Consent Agreement and Final Order**

**Preliminary Statement**

1. This is an administrative action commenced and concluded under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136l(a), and Sections 22.13(b) and 22.18(b)(2) and (3) 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 40 C.F.R. Part 22.
2. The Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 5.
3. Respondent is Alexeter Technologies, LLC (hereinafter referred to as "Alexeter"), a corporation organized under the laws of the State of Illinois and doing business in the State of Illinois.
4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).
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 in their interest and in the public interest.
6. Respondent consents to the assessment of the civil penalty specified in this CAFO, and to

the terms of this CAFO.

### **Jurisdiction and Waiver of Right to Hearing**

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and its right to appeal this CAFO. 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.

9. Respondent certifies that it is complying with FIFRA, 7 U.S.C. §§ 136j(a)(1)(A) and 7 U.S.C. § 136j(a)(1)(E), and the regulations at 40 C.F.R. §§ 152.15 and 156.10.

### **Statutory and Regulatory Background**

10. Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), states that no person in any State may distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA.

11. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A) states that it is unlawful for any person in any state to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, or whose registration has been cancelled or suspended.

12. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E) states that it is unlawful for any person in any state to distribute or sell to any person any pesticide which is adulterated or misbranded.

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

14. Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), 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.”

15. 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.”

16. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “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 [of EPA] declares to be a pest under section [25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1)].” *See also* 40 C.F.R. § 152.5.

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

18. 40 C.F.R. § 152.15 states that “no person may distribute or sell any pesticide product that is not registered under [FIFRA]. A pesticide is any substance (or mixture of substances) intended for a pesticidal purpose.” The regulation at 40 C.F.R. § 152.15 states that a substance is intended for a pesticidal purpose “if: (a) the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise): (1) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide, or (2) That the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide; or (b) the substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than (1) use for pesticidal purpose (by itself or in combination with any other substances), (2) use for manufacture of a pesticide; or (c) The person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.”



19. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines “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.”

20. Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), defines a pesticide as “misbranded” if its label, or labeling accompanying it, bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular.

21. Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), defines a pesticide as “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 this Act, are adequate to protect health and the environment.

22. Section 2(q)(1)(G) of FIFRA, 7 U.S.C. § 136(q)(1)(G), defines a pesticide as “misbranded” if the label 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 this Act, is adequate to protect health and the environment.

23. The Administrator of EPA may assess a civil penalty against any registrant, commercial applicator, wholesaler, dealer, retailer or other distributor who violates any provision of FIFRA of up to \$24,255 for each offense occurring after November 2, 2015, and assessed after December 23, 2023, pursuant to Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), and 40 C.F.R. Part 19.

#### **Factual Allegations and Alleged Violations**

24. From at least 2020 to the present, Respondent is a “person” as that term is defined at Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

25. Respondent owned or operated an establishment located at 830 Seton Court, Suite #6, Wheeling, Illinois (Establishment).

26. On or about August 9, 2023, two inspectors employed with the Region 5 Environmental Protection Agency (EPA) conducted an inspection at Respondent's Establishment (Inspection).

27. During the Inspection, the inspectors collected photographs of labels and labeling, as well as distribution records for Healthful Home Mold & Bacteria Disinfectant Spray Cleaner (EPA Reg. No. 85799-1-91993) and Mold Magnet Filter Enhancement (Mold Magnet).

28. At all times relevant to this CAFO, Respondent sold the two products referenced in paragraph 27, above, under its Healthful Home product line.

**Counts 1-27: Distribution or Sale of Unregistered Mold Magnet**

29. Complainant incorporates paragraphs 1–28 as set forth in this paragraph.

30. At all times relevant to this CAFO, Respondent's Healthful Home label for Mold Magnet included the following claims:

- a. "All-Natural, HVAC & Furnace Filter Enhancer for Extreme Germ Capture"
- b. "Captures Nearly 1,000x More Mold Spores, Bacteria and Virus Particles than Untreated Filters"
- c. "...Bio-molecular formulation that increases capture of unhealthful mold, bacteria and virus microbes"
- d. "Laboratory Tested by NIOSH/CDC to efficiently capture both bacteria and viral particles."
- e. "Microbes preferentially stick to the bio-molecules contained in the "MOLD MAGNET" spray."

31. The accompanying labeling for "MOLD MAGNET" included the following claims:

- a. "Extreme Germ Capture: Spores, Bacteria, Virus and Dander"
- b. "Constantly Cleans Your Home's Air!"

32. At all relevant times to this CAFO, Respondent implies through the use of its label for Mold Magnet and accompanying labeling that the substance can or should be used as a pesticide.

33. Mold Magnet product is a pesticide as that term is defined at Section 2(u) of FIFRA, 7

U.S.C. § 16(u).

34. Respondent distributed or sold Mold Magnet, on at least 27 separate occasions between at least January 1, 2023, through at least August 8, 2023.

35. At no time between at least January 1, 2023, through August 8, 2023, was the pesticide product Mold Magnet registered under Section 3 of FIFRA.

36. Respondent's distribution or sale of Mold Magnet constitutes at least 27 unlawful acts pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

37. Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), authorizes the Administrator to assess a civil penalty for violations of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

**Counts 28-58: Distribution or Sale of Misbranded  
Healthful Home Mold & Bacteria Disinfectant Spray**

38. Complainant incorporates paragraphs 1–37 as set forth in this paragraph.

39. Health Home Mold & Bacteria Disinfectant Spray, EPA Reg. No. 85799-1-91993, is a “pesticide” as that term is defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u).

40. At all times relevant to this CAFO, Respondent's label for Healthful Home Mold & Bacteria Disinfectant Spray did not contain the following warning or caution statements which may be necessary to protect health and the environment.

- a. Remove and wash contaminated clothing before reuse.
- b. Wear safety glasses and gloves.

41. At all times relevant to this CAFO, Healthful Home Mold & Bacteria Disinfectant Spray, EPA Reg. No. 85799-1-91993, was misbranded as defined by Section 2(q)(1)(G) of FIFRA, 7 U.S.C. § 136(q)(1)(G).

42. At all times relevant to this CAFO, Respondent's label for Healthful Home Mold & Bacteria Disinfectant Spray did not contain the following directions for use statements required for



pesticide products that bear human medical use sites/articles/surfaces that are necessary to protect health and the environment.

This product is not to be used as a terminal sterilant/high level disinfectant on any surface or instrument that (1) is introduced directly into the human body, either into or in contact with the bloodstream or normally sterile areas of the body, or (2) contacts intact mucous membranes but which does not ordinarily penetrate the blood barrier or otherwise enter normally sterile areas of the body. Do not use to disinfect appliances, refrigerator interiors and microwave oven interiors. Do not use on dishes, glasses and utensils.

43. At all times relevant to this CAFO, Healthful Home Mold & Bacteria Disinfectant Spray, EPA Reg. No. 85799-1-91993, was misbranded as defined by Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F).

44. From at least April 20, 2020, through at least December 1, 2020, Respondent distributed or sold Healthful Home Mold & Bacteria Disinfectant Spray Cleaner, EPA Reg. No. 85799-1-91993, on at least 30 separate occasions.

45. Respondent's distribution or sale of Healthful Home Mold & Bacteria Disinfectant Spray Cleaner, EPA Reg. No. 85799-1-91993, constitutes at least 30 unlawful acts pursuant to Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E).

46. Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), authorizes the Administrator to assess a civil penalty for violations of Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E).

#### **Civil Penalty**

47. Pursuant to Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), Complainant determined that an appropriate civil penalty to settle this action is \$15,000.00. In determining the penalty amount, Complainant considered the appropriateness of the penalty to the size of Respondent's business, the effect on Respondent's ability to continue in business, and the gravity of the violation. Complainant also considered EPA's FIFRA Enforcement Response Policy, dated December 2009.

48. Respondent agrees to pay a civil penalty in the amount of \$15,000.00 ("Assessed

Penalty”). Based on Respondent’s documented inability to pay claim, and in accordance with applicable laws, EPA conducted an analysis of Respondent’s financial information and determined that the Assessed Penalty is an appropriate amount to settle this action, which Respondent consents to pay as follows:

- a. The Assessed Penalty will be paid in three equal installments, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at the rate of 7%. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be \$15,145.84. The first payment is due within thirty (30) days after the effective date of this CAFO (“Effective Date”).

Respondent’s subsequent payments shall thereafter be due in 30-day intervals from the Effective Date.

- b. Respondent shall make payments in accordance with the following schedule:

| <b>Payment Number</b> | <b>Payment shall be made <i>no later than</i></b> | <b>Principal Amount</b> | <b>Interest Amount</b> | <b>Total Payment Amount</b> |
|-----------------------|---|-------------------------|------------------------|-----------------------------|
| 1                     | Thirty (30) days after the Effective Date.        | \$5,000.00              | \$0.00                 | \$5,000.00                  |
| 2                     | Sixty (60) days after the Effective Date.         | \$5,000.00              | \$116.67               | \$5,116.67                  |
| 3                     | Ninety (90) days after the Effective Date.        | \$5,000.00              | \$29.17                | \$5,029.17                  |

- c. Notwithstanding Respondent’s agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$15,000.00 within thirty (30) days of the Effective Date and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of



payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

49. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due 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>.

50. When making a payment, Respondent shall:

a. Identify every payment with Respondent's name and the docket number of this

CAFO, FIFRA-05-2025-0013

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 (E-19J)

U.S. EPA, Region 5

[r5hearingclerk@epa.gov](mailto:r5hearingclerk@epa.gov)

Benjamin Rohr (ECP-17J)

Pesticides and Toxics Compliance Section

U.S. EPA, Region 5

[rohr.benjamin@epa.gov](mailto:rohr.benjamin@epa.gov)

and

[R5lecab@epa.gov](mailto:R5lecab@epa.gov)

Tamara Carnovsky (C-14J)

Office of Regional Counsel

U.S. EPA, Region 5

[Carnovsky.tamara@epa.gov](mailto:Carnovsky.tamara@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 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 EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

51. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this CAFO, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the effective date of this CAFO. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

52. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if

Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this CAFO, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency pursuant to 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 government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 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 EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
- d. Request that the Attorney General bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136l(a)(5).

53. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

54. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

#### **General Provisions**

55. The parties consent to service of this CAFO by e-mail at the following valid e-mail



addresses: [carnovsky.tamara@epa.gov](mailto:carnovsky.tamara@epa.gov) (for Complainant), and [REDACTED] (for Respondent).

Respondent understands that the CAFO will become publicly available upon filing.

56. The Respondent's full compliance with this CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

57. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

58. This CAFO does not affect Respondent's responsibility to comply with FIFRA and other applicable federal, state, and local laws.

59. This CAFO is a "final order" for purposes of EPA's FIFRA Enforcement Response Policy.

60. The terms of this CAFO bind Respondent, its successors, and assigns.

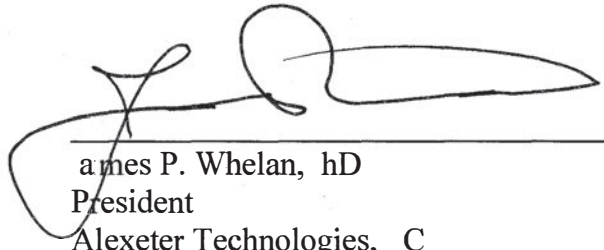
61. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

62. Each party agrees to bear its own costs and attorney's fees, in this action.

63. This CAFO constitutes the entire agreement between the parties.

**Alexeter Technologies, LLC, Respondent**

9 April 2025  
Date

  
James P. Whelan, PhD  
President  
Alexeter Technologies, LLC

**United States Environmental Protection Agency, Complainant**

**MICHAEL HARRIS** Digitally signed by MICHAEL HARRIS  
Date: 2025.04.16 11:55:37 -05'00'

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Michael D. Harris  
Director  
Enforcement and Compliance Assurance Division



**In the Matter of Alexeter Technologies, LLC**  
**Docket No.: FIFRA-05-2025-0013**

**Final Order**

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

**ANN COYLE**

Digitally signed by ANN COYLE  
Date: 2025.04.16 13:19:39  
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Ann L. Coyle  
Regional Judicial Officer  
United States Environmental Protection Agency  
Region 5