

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

FILED

Feb 19, 2025

2:03 pm

**U.S. EPA REGION 5
HEARING CLERK**

In the Matter of:)	Docket No. FIFRA-05-2025-0010
)	
UV Partners, Inc. dba UV Angel)	Proceeding to Assess a Civil Penalty
Grand Haven, Michigan)	Under Section 14(a) of the Federal
)	Insecticide, Fungicide, and Rodenticide
Respondent.)	Act, 7 U.S.C. § 136l(a)
_____)	

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 UV Partners, Inc. dba UV Angel (Respondent), a corporation doing business in the State of Michigan.

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. §§ 136-136y, and the regulations promulgated thereunder.

Statutory and Regulatory Background

10. 40 C.F.R. § 152.500 sets forth the requirements for devices under FIFRA including, in relevant part, specifying that a device is subject to the requirements set forth in:

- a. Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 CFR § 156, with respect to labeling; and
- b. Section 7 of FIFRA, 7 U.S.C. § 136e, and 40 C.F.R. § 167, with respect to establishment registration and reporting.

11. Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), defines a pesticide as “misbranded” in relevant part, 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[.]”

12. Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), states, in relevant part, that

it is “unlawful for any person in any State to distribute or sell to any person [...] any device which is misbranded.”

13. Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), states, in relevant part, that it is ‘unlawful for any person [...] who is a producer to violate any of the provisions of [Section 7 of FIFRA, 7 U.S.C §136e].’

14. Section 2(h) of FIFRA, 7 U.S.C. § 136(h), defines the term “device” as, in relevant part, any instrument or contrivance which is intended for trapping, destroying, repelling, or mitigating any pest.

15. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines the term “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 the term “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 the 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 the term “pesticide” as, among other things, “(1) any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, (2) any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.” *See also* 40 C.F.R. § 152.3.

18. 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.

See also 40 C.F.R. § 152.3 (defining "distribute or sell" and other grammatical variations of that term).

19. 40 C.F.R. §152.3 defines the term "pesticide product" as "a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is intended to be, distributed or sold. The term includes any physical apparatus used to deliver or apply the pesticide if distributed or sold with the pesticide."

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

21. Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), defines "labeling" in relevant part, as "all labels and all other written, printed, or graphic matter accompanying the pesticide or device at any time or to which reference is made on the label or in literature accompanying the pesticide or device."

22. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), defines the term "produce" in relevant part, as "to manufacture, prepare, compound, propagate, or process any pesticide or device or active ingredient used in producing a pesticide." *See also* 40 C.F.R. § 167.3.

23. Section 2(dd) of FIFRA 7 U.S.C. § 136(dd), defines an "establishment" as "any place where a pesticide or device or active ingredient used in producing a pesticide is produced, or held, for distribution or sale." *See also* 40 C.F.R. § 167.3.

24. 40 C.F.R. § 167.3 defines a "producer" as "any person, as described by the Act, who produces any pesticide, active ingredient, or device (including packaging, repackaging, labeling and relabeling)." *See also* Section 2(w) of FIFRA 7 U.S.C § 136(w).

25. Section 7(a) of FIFRA, 7 U.S.C. § 136e(a) states, in pertinent part, that no person

shall produce any pesticide subject to this Act in any State unless the establishment in which it is produced is registered with the Administrator. *See also* 40 C.F.R. § 167.20.

26. Pursuant to Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), it is unlawful for any person who is a producer to violate any of the provisions of Section 7 of FIFRA, 7 U.S.C. § 136e.

27. Pursuant to Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), and 40 C.F.R. Part 19, the Administrator of EPA may assess a civil penalty against any registrant, commercial applicator, wholesaler, dealer, retailer, other distributor who violates any provision of FIFRA, of up to \$24,255 for each offense, 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

28. At all times relevant to this CAFO, Respondent was a “person” and a “producer” as those terms are defined at Section 2(s) and (w) of FIFRA, 7 U.S.C. § 136(s) and (w).

29. At all times relevant to this CAFO, Respondent owned or operated a business at 233 Washington Ave STE L1, Grand Haven, Michigan (Respondent’s Facility).

30. At all times relevant to this CAFO, Respondent’s Facility was an “establishment” as defined at Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), and 40 C.F.R. § 167.3.

31. On or about July 13, 2022, two inspectors employed by the Michigan Department of Agriculture and Rural Development (MDARD) and authorized to conduct inspections under FIFRA conducted an inspection at Respondent’s Facility (Inspection).

32. During the Inspection, the inspectors collected, among other things, product labeling, receiving records, distribution records, and statements about production activities in relation to **UV Angel Adapt 2.0**.

Sale or Distribution of Misbranded Device

33. **UV Angel Adapt 2.0** is a “device” as that term is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

34. According to the distribution records collected during the Inspection, the Respondent “distribute[d] or [sold]” **UV Angel Adapt 2.0**, as those terms are defined in Section 2(gg) of FIFRA, 7 U.S.C. 136(gg), on at least nine separate occasions between January 18, 2022 and June 16, 2022.

35. According to a signed statement provided by Respondent to the inspectors, “The UV Angel 2.0 Adapt is assembled under contract by GHSP, Inc. in Grand Haven, MI. GHSP, Inc. fully assembles the ‘head’ of the UV Angel Adapt 2.0 device. A customer-specific bracket is attached to the “head” at UV Partners, Inc. at 233 Washington Avenue Suite L1, Grand Haven, MI 49417. A label with the EPA establishment number for GHSP, Inc (094778-MI-001) is affixed to the bracket at UV Partners, Inc. Additionally, UV Partner, Inc. packages the UV Angel 2.0 Adapt into a cardboard shipping box at their facility at 233 Washington Ave. A box label with the establishment number for GHSP, Inc (094778-MI-001) is placed on the shipping box by UV Partners, Inc.”

36. The product labeling for **UV Angel Adapt 2.0** collected by the inspectors during the Inspection contained, among other things, the information “EPA Est. No. 094778-MI-001”. The EPA Establishment Number associated with Respondent’s Facility was not present on the product labeling at the time **UV Angel Adapt 2.0** was distributed or sold between January 1, 2022 and July 13, 2022.

Pesticide Production in an Unregistered Establishment

37. Respondent’s place of business is an “establishment” as defined at Section 2(dd) of

FIFRA, 7 U.S.C. § 136(dd) and 40 C.F.R. § 167.3.

38. At all times relevant to this CAFO, Respondent's establishment was not registered with EPA as required under Section 7 of FIFRA, 7 U.S.C. § 136e.

39. At all times relevant to this CAFO and according to the signed statement referenced in paragraph 34 of this CAFO, that was provided by Respondent to the inspectors, the Respondent's Establishment was "producing" a pesticide product for distribution or sale, as that term is defined at in Section 2(w) of FIFRA, 7 U.S.C. § 136(w) and 40 C.F.R. § 167.3, **UV Angel Adapt 2.0**.

Counts 1-9

40. The preceding paragraphs are incorporated by reference.

41. Respondent's act of attaching customer-specific brackets to the heads of the **UV Angel Adapt 2.0** devices at the Respondent's Facility constitutes "production" as that term is defined under Section 2(w) of FIFRA, 7 U.S.C. 136(w).

42. Between January 18, 2022 and June 16, 2022, Respondent distributed or sold, as that term is defined under Section 2(gg) of FIFRA, 7 U.S.C. 136(gg), **UV Angel Adapt 2.0** on at least nine separate occasions.

43. The product labeling for **UV Angel Adapt 2.0** was misbranded, as that term is defined under Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(A) as it did not bear the establishment registration number assigned to the Respondent's Facility under Section 7 of FIFRA, 7 U.S.C §136e at the time the device was distributed or sold.

44. Respondent's distribution or sale of the misbranded device **UV Angel Adapt 2.0**, on at least nine separate occasions, constitutes nine unlawful acts pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), and its implementing regulations at 40 C.F.R. § 156.10 and

subjects Respondent to the assessment of a civil penalty under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

Count 10

45. The preceding paragraphs are incorporated by reference.

46. During calendar year 2022, Respondent “produced” the device **UV Angel Adapt 2.0** at its establishment, which was not registered as an establishment pursuant to Section 7 of FIFRA, 7 U.S.C. § 136e(a) and 40 C.F.R. § 167.20(a).

47. Respondent violated Section 7(a) of FIFRA, 7 U.S.C. § 136e(a) and 40 C.F.R. § 167.20(a) by producing pesticides at an unregistered establishment.

48. Respondent’s production of pesticide products in an unregistered establishment constitutes an unlawful act pursuant to Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), and its implementing regulations at 40 C.F.R. § 167.20, and subjects Respondent to the assessment of a civil penalty under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

Civil Penalty

49. 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 \$16,320. 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.

50. Respondent consents to pay a civil penalty in the amount of \$16,320 (“Assessed Penalty”) as follows:

a. The Assessed Penalty will be paid in six installments, in order to complete

payment of the entire Assessed Penalty and interest, which is assessed at 8% based on the IRS's underpayment rate. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be \$16,682.66. 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:

Payment Number	Payment shall be made <i>no later than</i>	Principal Amount	Interest Amount	Total Payment Amount
1	30 days after the Effective Date.	\$2,720.00	\$0.00	\$2,720.00
2	60 days after the Effective Date.	\$2,720.00	\$181.33	\$2,901.33
3	90 days after the Effective Date.	\$2,720.00	\$72.53	\$2,792.53
4	120 days after the Effective Date.	\$2,720.00	\$54.40	\$2,774.40
5	150 days after the Effective Date.	\$2,720.00	\$36.27	\$2,756.27
6	180 days after the Effective Date.	\$2,720.00	\$18.13	\$2,738.13
Total		\$16,320.00	\$362.66	\$16,682.66

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 \$16,320 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.

51. 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>.

52. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this CAFO, FIFRA-05-2025-0010.
- 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

Emma Gloekler (ECP-17J)
Pesticides and Toxics Compliance Section
U.S. EPA, Region 5
Gloekler.Emma@epa.gov
and
R5lecab@epa.gov

Ariel MacMillan-Sanchez (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
MacMillanSanchez.Ariel@epa.gov

U.S. Environmental Protection Agency
Cincinnati Finance Center
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.

53. 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. 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 charged 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 the EPA's cost 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 unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

54. 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, the EPA may take additional actions. Such actions the EPA may take

include, but are not limited to, the following:

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., 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 included, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 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, per 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. § 1361(a)(5).

55. 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.

56. 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

57. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: MacMillanSanchez.Ariel@epa.gov (for Complainant),
(for Respondent). Respondent understands that the CAFO will become publicly

available upon filing.

58. Respondent's full compliance with this CAFO resolves only Respondent's liability under Section 7 of FIFRA, 7 U.S.C. § 136e for federal civil penalties for the violations alleged in the CAFO.

59. 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.

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

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

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

63. Each person signing this CAFO 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.

64. Each party agrees to bear its own costs and attorneys fees, in this action.

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

UV Angel, Inc., Respondent

Date

UV Partners, Inc. dba UV Angel

United States Environmental Protection Agency, Complainant

Michael D. Harris
Director
Enforcement and Compliance Assurance Division

**In the Matter of:
UV Partners, Inc. dba UV Angel
Docket No. FIFRA-05-2025-0010**

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 L. Coyle
Regional Judicial Officer
United States Environmental Protection Agency
Region 5