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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 HAWTHORNE STREET
SAN FRANCISCO, CALIFORNIA 94105

_____)	
In the Matter of:)	
Paradise City Group LLC dba Paradise)	Docket No. FIFRA-09-2024-0046
City Beauty Supply LLC)	CONSENT AGREEMENT AND
)	FINAL ORDER PURSUANT TO
)	40 C.F.R. §§ 22.13 AND 22.18
Respondent.)	
_____)	

I. CONSENT AGREEMENT

The United States Environmental Protection Agency, Region IX ("EPA"), and Paradise City Group LLC dba Paradise City Beauty Supply LLC ("Respondent") agree to settle this matter and consent to the entry of this Consent Agreement and Final Order ("CAFO"), which simultaneously commences and concludes this matter in accordance with 40 C.F.R. §§ 22.13 and 22.18.

A. AUTHORITY AND PARTIES

1. This proceeding is a civil administrative action brought pursuant to Section 14(a)(1) of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA" or "the Act"), 7 U.S.C. § 136/(a)(1), for the assessment of a civil administrative penalty against Respondent for violations of Section 12 of the Act, 7 U.S.C. § 136j.
2. Complainant is the Manager of the Toxics Section of the Enforcement and Compliance Assurance Division, EPA Region IX, who has been duly delegated the authority to bring this action and to sign a consent agreement settling this action.
3. Respondent is a Hawaii corporation whose headquarters is located at 91-1008 Kaiwana Street in Ewa Beach, Hawaii 96706.

B. STATUTORY AND REGULATORY BACKGROUND

4. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines "person" as "any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not."
5. Section 2(b) of FIFRA, 7 U.S.C. § 136(b), defines "Administrator" as " the Administrator of the Environmental Protection Agency."
6. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines "pesticide," in relevant part, as "any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. . . ."
7. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines "pest" as "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 living 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).

8. 40 C.F.R. § 152.15 states, in pertinent part, that "a pesticide is any substance (or mixture of substances) intended for a pesticidal purpose..." and that a substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if: (a) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that: (1) the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or (2) 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 substance), (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.

9. Section 2(h) of FIFRA, 7 U.S.C. § 136(h), defines "device" as "any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling, or mitigating any pest. . . ."

10. 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."

11. Section 2(a)(1) of FIFRA, 7 U.S.C. § 136(a)(1), defines “active ingredient” as “in the case of a pesticide other than a plant regulator, defoliant, desiccant, or nitrogen stabilizer, an ingredient which will prevent, destroy, repel, or mitigate any pest. . . .”
12. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), defines “label” as “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.”
13. 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. . . .”
14. Section 2(q) of FIFRA, 7 U.S.C. § 136(q), states that a pesticide is “misbranded” if “(A) its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular . . . [or] (D) its label does not bear the registration number assigned under section 7 to each establishment in which it was produced”
15. 40 CFR 156.10(a)(5) states, in pertinent part, that a pesticide or device is misbranded if its labeling is false or misleading in any particular including both pesticidal and non-pesticidal claims, including ... (ii) a false or misleading statement concerning the effectiveness of the product as a pesticide or a device, ... (ix) claims as to the safety of the pesticide, and (x) non-numerical or comparative statements on the safety of the product.
16. Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), provides that no person in any State may distribute or sell to any person any pesticide that is not registered under this Act.

17. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides that it shall be 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.
18. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide which is adulterated or misbranded.
19. Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), provides that it shall be unlawful for any person in any State to distribute or sell to any person any device which is misbranded.
20. The Administrator of EPA may assess a civil penalty of up to \$24,255 against any registrant, commercial applicator, wholesaler, dealer, retailer, or other distributor who violates any provision of FIFRA for each offense that occurred after November 2, 2015, and is assessed on or after December 27, 2023. See Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), as amended by the Civil Monetary Penalty Inflation Adjustment Rule at 40 C.F.R. Part 19 (88 Fed. Reg. 89,309).

C. ALLEGED VIOLATIONS

21. At all times relevant to this CAFO, Respondent was a corporation and therefore a "person," as that term is defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
22. At all times relevant to this CAFO, Respondent owned, operated or otherwise controlled a retail store located at 98-718 Moanalua Road, Suite A2 in Pearl City, Hawaii, 96706 ("the Retail Store") and a website at paradisecityhawaii.com (the "Website").
23. As a retailer and by doing business in the United States, Respondent is subject to the requirements of FIFRA and its implementing regulations.

La Palm Hospital Disinfectant

24. On or about November 25, 2020 and February 28, 2022, Respondent offered for sale the product, "La Palm Hospital Disinfectant," at the Retail Store.

25. On or about November 23, 2020, March 4, 2021, September 2, 2021, and January 29, 2022, Respondent sold the product, "La Palm Hospital Disinfectant," at the Retail Store or through the Website in at least four (4) transactions.

26. The labeling on the product, "La Palm Hospital Disinfectant," contained the following claims: "Kills up to 99.9% of virus & bacteria," "Disinfectant," "Sanitizer," "Fungicide" and "Kills Virus."

27. Based on its name and the claims on its labeling, the product, "La Palm Hospital Disinfectant," is a "pesticide" pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

28. Thus, from on or about November 23, 2020 to on or about February 28, 2022, Respondent "distributed or sold" the pesticide, "La Palm Hospital Disinfectant," at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

29. At all times relevant to this CAFO, the pesticide, "La Palm Hospital Disinfectant," was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

30. Consequently, Respondent's distributions or sales of the pesticide, "La Palm Hospital Disinfectant," from on or about November 23, 2020 to on or about February 28, 2022, constitute six (6) violations of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

31. At all times relevant to this CAFO, the label on the pesticide, “La Palm Hospital Disinfectant,” bore an EPA registration number even though the pesticide is not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

32. Based on its label bearing an EPA registration number when it is not registered with EPA, the pesticide, “La Palm Hospital Disinfectant,” is “misbranded” 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).

33. Consequently, Respondent’s distributions or sales of the pesticide, “La Palm Hospital Disinfectant,” from on or about November 23, 2020 to on or about February 28, 2022 also constitute six (6) violations of Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is adulterated or misbranded.

Multifunctional Advanced UV Sterilizer and Wireless Charger

34. On or about September 16, 2020, November 25, 2020, and February 28, 2022, Respondent offered for sale the product, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” at the Retail Store and on or about October 27, 2020, Respondent offered for sale the product, “Multifunctional Advanced UV Sterilizer and Wireless Charger” through the Website.

35. From on or about June 7, 2020 to on or about December 19, 2020, Respondent sold the product, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” at the Retail Store or through the Website in at least twenty-three (23) transactions.

36. The labeling on the product, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” contained the following claims: “destroys up to 99.9% of germs/viruses,” and “99.9% sterilization.”

37. Based on its name and the claims on its labeling, the product, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” is a “device” pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

38. Thus, from on or about June 7, 2020 to on or about December 19, 2020 and on or about February 28, 2022, Respondent “distributed or sold” the device, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

39. At all times relevant to this CAFO, the label on the device, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” did not bear an EPA establishment number assigned under Section 7 of FIFRA to the establishment in which it was produced.

40. Based on the lack of an EPA establishment number on its label, the device, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” is “misbranded” pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D).

41. At all times relevant to this CAFO, the “sterilizer” claim in its name and the “99.9% sterilization” claim on its labeling constitute false or misleading statements concerning the effectiveness of the device, “Multifunctional Advanced UV Sterilizer and Wireless Charger.”

42. Based on its name and its labeling, the device, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” also is “misbranded” 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)(ii).

43. Consequently, Respondent’s distributions or sales of the device, “Multifunctional Advanced UV Sterilizer and Wireless Charger,” from on or about June 7, 2020 to on or about December 19, 2020 and on or about February 28, 2022 constitute twenty-seven (27) violations

of Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), which provides that it is unlawful for any person to distribute or sell to any person a device which is misbranded.

Atlas Portable Deep UV Sterilizer

44. On or about September 24, 2020 and November 25, 2020, Respondent offered for sale the product, “Atlas Portable Deep UV Sterilizer,” at the Retail Store and on or about October 27, 2020, Respondent offered for sale the product, “Atlas Portable Deep UV Sterilizer” through the Website.

45. On or about August 1, 2020, Respondent sold the product, “Atlas Portable Deep UV Sterilizer,” at the Retail Store in at least one (1) transaction.

46. The labeling on the product, “Atlas Portable Deep UV Sterilizer,” contained the following claims: “sterilizer,” “bacteria will be gone,” “sterilization rate is 99.9%,” and “All-around UV sterilization artifact Where to prevent viruses [sic].”

47. Based on its name and the claims on its labeling, the product, “Atlas Portable Deep UV Sterilizer,” is a “device” pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

48. Thus, from on or about August 1, 2020 to on or about November 25, 2020, Respondent “distributed or sold” the device, “Atlas Portable Deep UV Sterilizer,” at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

49. At all times relevant to this CAFO, the “sterilizer” claim in the name and the “sterilization rate is 99.9%” claim on the labeling of the device, “Atlas Portable Deep UV Sterilizer,” constitute false or misleading statements concerning the effectiveness of the device.

50. Based on its name and its labeling, the device, “Atlas Portable Deep UV Sterilizer,” is “misbranded” 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)(ii).

51. Consequently, Respondent’s distributions or sales of the device, “Atlas Portable Deep UV Sterilizer,” from on or about August 1, 2020 to on or about November 25, 2020 in its Retail Store and through the Website constitute four (4) violations of Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), which provides that it is unlawful for any person to distribute or sell to any person a device which is misbranded.

59S Leading UVC Sterilization Multiuse Sterilizing Wand

52. On or about September 24, 2020 and November 25, 2020, Respondent offered for sale the product, “59S Leading UVC Sterilization Multiuse Sterilizing Wand,” at the Retail Store.

53. On or about August 31, 2020, Respondent sold the product, “59S Leading UVC Sterilization Multiuse Sterilizing Wand,” through the Website in one (1) transaction.

54. The labeling on the product, “59S Leading UVC Sterilization Multiuse Sterilizing Wand,” contained the following claims: “Rapid Disinfection,” “Eliminates 99.9% of Viruses and Bacteria,” “can destroy DNA/RNA of germs and bacteria effectively,” “Kills up to 99.9% of bacteria and germs fast,” and “Environmental-friendly [sic].”

55. Based on the claims on its labeling, the product, “59S Leading UVC Sterilization Multiuse Sterilizing Wand,” is a “device” pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

56. Thus, from on or about August 31, 2020 to on or about November 25, 2020, Respondent “distributed or sold” the device, “59S Leading UVC Sterilization Multiuse Sterilizing Wand,” at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

57. At all times relevant to this CAFO, the labeling on the device, “59S Leading UVC Sterilization Multiuse Sterilizing Wand,” contained the claim “environmental-friendly [sic].”

58. At all times relevant to this CAFO, the “sterilization” and “sterilizing” claims in its name and the claims on its labeling that it “[e]liminates 99.9% of viruses and bacteria” and “[k]ills up to 99.9% of bacteria and germs fast” constitute false or misleading statements concerning the effectiveness of the device, “59S Leading UVC Sterilization Multiuse Sterilizing Wand.”

59. Based on its name and its labeling, the device, “59S Leading UVC Sterilization Multiuse Sterilizing Wand,” is “misbranded” 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)(ii) and (x).

60. Consequently, Respondent’s distributions or sales of the device, “59S Leading UVC Sterilization Multiuse Sterilizing Wand,” from on or about August 31, 2020 to on or about November 25, 2020 constitute three (3) violations of Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), which provides that it is unlawful for any person to distribute or sell to any person a device which is misbranded.

UV Germicidal LED Corn Lamp

61. On or about September 16, 2020, November 25, 2020, and February 28, 2022, Respondent offered for sale the product, “UV Germicidal LED Corn Lamp,” at the Retail Store and on or about October 27, 2020, Respondent offered for sale the product, “UV Germicidal LED Corn Lamp,” through the Website.

62. From on or about June 12, 2020 to on or about April 8, 2021, Respondent sold the product, “UV Germicidal LED Corn Lamp,” at the Retail Store or through the Website in six (6) transactions.

63. The labeling on the product, “UV Germicidal LED Corn Lamp,” contained the following claims: “Kill the harmful bacteria,” “Killing Mosquitoes,” and “Germicidal.”

64. Based on its name and the claims on its labeling, the product, “UV Germicidal LED Corn Lamp,” is a “device” pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

65. Thus, from on or about June 12, 2020 to on or about February 28, 2022, Respondent “distributed or sold” the device, “UV Germicidal LED Corn Lamp,” at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

66. At all times relevant to this CAFO, the label on the device, “UV Germicidal LED Corn Lamp,” did not bear an EPA establishment number as required.

67. Based on the lack of an EPA establishment number on its label, the device, “UV Germicidal LED Corn Lamp,” is “misbranded” pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D).

68. Consequently, Respondent’s distributions or sales of the device, “UV Germicidal LED Corn Lamp,” from on or about June 12, 2020 to on or about February 28, 2022 constitute ten (10) violations of Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), which provides that it is unlawful for any person to distribute or sell to any person a device which is misbranded.

Nouveau Nail Defense Anti-Spray

69. On or about September 24, 2020 and on or about November 25, 2020, Respondent offered for sale the product, “Nouveau Nail Defense Anti-Spray” at the Retail Store and on or about October 27, 2020, Respondent offered for sale the product, “Nouveau Nail Defense Anti-Spray,” through the Website.

70. The labeling on the product, “Nouveau Nail Defense Anti-Spray,” contained the following claims: “may also be used to spray sanitize files and implements” and “kill 99% of germs and baterial [sic].”

71. Based on the claims on its labeling, the product, “Nouveau Nail Defense Anti-Spray,” is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

72. Thus, on or about September 24, 2020, on or about October 27, 2020, and on or about November 25, 2020, Respondent “distributed or sold” the pesticide, “Nouveau Nail Defense Anti-Spray,” at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

73. At all times relevant to this CAFO, the pesticide, “Nouveau Nail Defense Anti-Spray,” was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

74. Consequently, Respondent’s distributions or sales of the pesticide, “Nouveau Nail Defense Anti-Spray,” on or about September 24, 2020, on or about October 27, 2020, and on or about November 25, 2020 constitute three (3) violations of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

Labccin Antibacterial Hand Sanitizing Wipes

75. On or about September 16, 2020, Respondent offered for sale the product, “Labccin Antibacterial Hand Sanitizing Wipes” at the Retail Store and on or about October 27, 2020, Respondent offered for sale the product, “Labccin Antibacterial Hand Sanitizing Wipes,” through the Website.

76. The labeling on the product, “Labccin Antibacterial Hand Sanitizing Wipes,” contained the following claim: “Sanitize anything from surfaces to skin!”

77. Based on the claim on its labeling, the product, “Labccin Antibacterial Hand Sanitizing Wipes,” is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

78. Thus, on or about September 16, 2020 and on or about October 27, 2020, Respondent “distributed or sold” the pesticide, “Labccin Antibacterial Hand Sanitizing Wipes,” at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

79. At all times relevant to this CAFO, the pesticide, “Labccin Antibacterial Hand Sanitizing Wipes,” was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

80. Consequently, Respondent’s distributions and sales of the pesticide, “Labccin Antibacterial Hand Sanitizing Wipes,” on or about September 16, 2020 and on or about October 27, 2020 constitute two (2) violations of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

AirDefender Daily Antibacterial Protection Spray

81. On or about October 27, 2020, Respondent offered for sale the product, “AirDefender Daily Antibacterial Protection Spray,” through the Website.

82. The labeling on the product, “AirDefender Daily Antibacterial Protection Spray,” contained the following claim: “an effective disinfectant that can be used after handwashing or shower, on your hands, feet, face, and even your mask for extra daily protection” and contained imagery demonstrating use of the product on a door handle.

83. Based on the claim and imagery on its labeling, the product, “AirDefender Daily Antibacterial Protection Spray,” is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

84. Thus, on or about October 27, 2020, Respondent “distributed or sold” the pesticide, “AirDefender Daily Antibacterial Protection Spray,” through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

85. At all times relevant to this CAFO, the pesticide, “AirDefender Daily Antibacterial Protection Spray,” was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

86. Consequently, Respondent’s distribution or sale of the pesticide, “AirDefender Daily Antibacterial Protection Spray,” on or about October 27, 2020 constitutes one (1) violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

La Palm Spa Products Body and Hand Spray Sanitizer

87. On or about September 24, 2020, Respondent offered for sale the product, “La Palm Spa Products Body and Hand Spray Sanitizer,” at the Retail Store.

88. The labeling on the product, “La Palm Spa Products Body and Hand Spray Sanitizer,” contained the following claims: “Kills 99.9% of germs,” “Microbial,” “Uses: to decrease germs on clothing and skin that could cause disease,” and contains imagery of use on “hard surfaces.”

89. Based on the claims and imagery on its labeling, the product, “La Palm Spa Products Body and Hand Spray Sanitizer,” is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

90. Thus, on or about September 24, 2020, Respondent “sold or distributed” the pesticide, “La Palm Spa Products Body and Hand Spray Sanitizer,” at the Retail Store, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

91. At all times relevant to this CAFO, the pesticide, “La Palm Spa Products Body and Hand Spray Sanitizer,” was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

92. Consequently, Respondent’s distribution or sale of the pesticide, “La Palm Spa Products Body and Hand Spray Sanitizer,” on or about September 24, 2020 constitutes one (1) violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

Sodium Hypochlorite Generator Multi-Function Humidifier

93. On or about September 24, 2020, Respondent offered for sale the product, “Sodium Hypochlorite Generator Multi-Function Humidifier,” at the Retail Store and on or about October 27, 2020, Respondent offered for sale the product, “Sodium Hypochlorite Generator Multi-Function Humidifier,” through the Website.

94. The labeling on the product, “Sodium Hypochlorite Generator Multi-Function Humidifier,” contained the following claims: “99% Sterilization,” “can disinfect all aspects of life such as clothing...,” and “Kill the bacteria in the room and protect your family from virus!”

95. Based on the claims on its labeling, the product, “Sodium Hypochlorite Generator Multi-Function Humidifier,” is a “device” pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

96. Thus, on or about September 24, 2020 and on or about October 27, 2020, Respondent “distributed or sold” the device, “Sodium Hypochlorite Generator Multi-Function Humidifier,”

at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

97. At all times relevant to this CAFO, the label on the device, “Sodium Hypochlorite Generator Multi-Function Humidifier,” did not bear an EPA establishment number as required.

98. At all times relevant to this CAFO, the “99% Sterilization” claim on the labeling of the device, “Sodium Hypochlorite Generator Multi-Function Humidifier,” constitutes a false or misleading statement concerning the effectiveness of the device.

99. Based on the lack of an EPA establishment number on its label and the “99% Sterilization” claim on its labeling, the device, “Sodium Hypochlorite Generator Multi-Function Humidifier,” is “misbranded” pursuant to Sections 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), and 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), and 40 C.F.R. § 156.10(a)(5)(ii).

100. Consequently, Respondent’s distributions or sales of the device, “Sodium Hypochlorite Generator Multi-Function Humidifier,” on or about September 24, 2020 and on or about October 27, 2020 constitute two (2) violations of Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), which provides that it is unlawful for any person to distribute or sell to any person a device that is misbranded.

Nano Care Medical Face Mask Type IIR/Level 3

101. On or about September 24, 2020, Respondent offered for sale the product, “Nano Care Medical Face Mask Type IIR/Level 3,” at the Retail Store and on or about October 27, 2020, Respondent offered for sale the product, “Nano Care Medical Face Mask Type IIR/Level 3,” through the Website.

102. The labeling on the product, “Nano Care Medical Face Mask Type IIR/Level 3,” contained the following claims: “has antibacterial, antifungal and antiviral properties” and “silver is a natural antibacterial element that has been safely used for centuries.”

103. At all times relevant to this CAFO, the product, “Nano Care Medical Face Mask Type IIR/Level 3,” claimed to contain the ingredient, nano-silver, as an “active ingredient,” as defined by Section 2(a)(1) of FIFRA, 7 U.S.C. § 136(a)(1).

104. Based on the claims on its labeling and its content of nano-silver, the product, “Nano Care Medical Face Mask Type IIR/Level 3,” is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

105. Thus, on or about September 24, 2020 and on or about October 27, 2020, Respondent “distributed or sold” the pesticide, “Nano Care Medical Face Mask Type IIR/Level 3,” at the Retail Store, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

106. At all times relevant to this CAFO, the pesticide, “Nano Care Medical Face Mask Type IIR/Level 3,” was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

107. Consequently, Respondent’s distribution or sale of the pesticide, “Nano Care Medical Face Mask Type IIR/Level 3,” on or about September 24, 2020 and October 27, 2020 constitute two (2) violations of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

Nano Care Medical Tie on Face Mask Type IIR/Level 3

108. On or about September 24, 2020, Respondent offered for sale the product, “Nano Care Medical Tie on Face Mask Type IIR/Level 3,” at the Retail Store.

109. The labeling on the product, “Nano Care Medical Tie on Face Mask Type IIR/Level 3,” contained the following claims: “has antibacterial, antifungal and antiviral properties” and “silver is a natural antibacterial element that has been safely used for centuries.”

110. At all times relevant to this CAFO, the product, “Nano Care Medical Tie on Face Mask Type IIR/Level 3,” claimed to contain the ingredient, nano-silver, as an “active ingredient,” as defined by Section 2(a)(1) of FIFRA, 7 U.S.C. § 136(a)(1).

111. Based on the claims on its labeling and its content of nano-silver, the product, “Nano Care Medical Tie on Face Mask Type IIR/Level 3,” is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

112. Thus, on or about September 24, 2020, Respondent “distributed or sold” the pesticide, “Nano Care Medical Tie on Face Mask Type IIR/Level 3,” at the Retail Store, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

113. At all times relevant to this CAFO, the pesticide, “Nano Care Medical Tie on Face Mask Type IIR/Level 3,” was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

114. Consequently, Respondent’s distribution or sale of the pesticide, “Nano Care Medical Tie on Face Mask Type IIR/Level 3,” on or about September 24, 2020 constitutes one (1) violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver

115. On or about September 24, 2020, Respondent offered for sale the product, “Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver,” at the

Retail Store and on or about September 16, 2020, Respondent offered for sale the product, “Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver,” through the Website.

116. The label on the product, “Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver,” contained the following claim: “Antimicrobial.”

117. At all times relevant to this CAFO, the product, “Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver,” contained the ingredient, nano-silver, as an “active ingredient,” as defined by Section 2(a)(1) of FIFRA, 7 U.S.C. § 136(a)(1).

118. Based on its name, the claims on its label and its content of nano-silver, the product, “Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver,” is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

119. Thus, on or about September 16, 2020 and on or about September 24, 2020, Respondent “distributed or sold” the pesticide, “Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver,” at the Retail Store or through the Website, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

120. At all times relevant to this CAFO, the pesticide, “Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver,” was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

121. Consequently, Respondent’s distributions or sales of the pesticide, “Paradise City Group Beauty Supply Antimicrobial Fluid Resistant Fabric Mask with Nano Silver,” on or about September 16, 2020 and on or about September 24, 2020 constitute two (2) violations of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any

person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

D. RESPONDENT'S ADMISSIONS

122. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding, Respondent (i) admits that EPA has jurisdiction over the subject matter of this CAFO and over Respondent; (ii) neither admits nor denies the specific factual allegations contained in Section I.C of the CAFO; (iii) consents to any and all conditions specified in this CAFO and to the assessment of the civil administrative penalty under Section I.E of the CAFO; (iv) waives any right to contest the allegations contained in Section I.C of the CAFO; and (v) waives the right to appeal the proposed final order contained in the CAFO.

E. CIVIL ADMINISTRATIVE PENALTY

123. Respondent agrees to pay a civil penalty in the amount of FIFTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$54,500) ("Assessed Penalty") plus interest, paid in four (4) quarterly installments over a twelve-month period, as final settlement of the civil claims against Respondent arising under FIFRA, as alleged in Section I.C of this CAFO.

- a. Respondent shall pay the first installment payment of the Assessed Penalty no later than thirty (30) days after the date that the Final Order ratifying this CAFO is filed with the Regional Hearing Clerk ("Filing Date") and pay the subsequent installment 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	Thirty (30) days after the Filing Date.	U.S. \$13,625.00	U.S. \$0.00	U.S. \$13,625.00
2	One hundred twenty (120) days after the Filing Date.	U.S. \$13,625.00	U.S. \$408.75	U.S. \$14,033.75
3	Two hundred forty (240) days after the Filing Date.	U.S. \$13,625.00	U.S. \$363.33	U.S. \$13,988.33
4	Three hundred sixty (360) days after the Filing Date.	U.S. \$13,625.00	U.S. \$181.67	U.S. \$13,806.67

- b. 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 FIFTY-FOUR THOUSAND FIVE HUNDRED (\$54,500) within thirty (30) days of the Filing 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.

124. 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>.

125. When making a payment, Respondent shall:

- a. Identify each payment with Respondent’s name and the docket number of this Agreement, FIFRA-09-2024-0046,

- b. Concurrent with each payment or within 24 hours of the payment, Respondent shall provide proof of such payment to the following addressees:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region IX
Office of Regional Counsel (ORC-1)
R9HearingClerk@epa.gov

Brandon Boatman
U.S. Environmental Protection Agency, Region IX
Enforcement and Compliance Assurance Division (ENF-2-3)
boatman.brandon@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
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.

- c. If Respondent fails to pay in full any installment of the Assessed Penalty in accordance with the installment schedule set forth above, then the entire remaining balance of the Assessed Penalty shall immediately become due and payable. Respondent also shall pay to EPA a stipulated penalty of \$150 per day for each day that payment is late, in addition to the Assessed Penalty. Stipulated penalties shall accrue until the Assessed Penalty and all accrued stipulated

penalties are paid and shall become due and payable upon EPA's written request.

126. 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, interest, penalties charges, and administrative costs will be assessed against the outstanding amount that Respondent owes to EPA for Respondent's failure to timely pay any portion of the Assessed Penalty pursuant to 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:

Interest. Interest begins to accrue from the Filing 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 charges are paid in full. Interest will be assessed at an annual rate that is equal to the rate of current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate) as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. 40 C.F.R. §13.11(a)(l).

Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. Administrative costs for handling and collecting Respondent's overdue debt will be based on either actual or average cost incurred and will include both direct and indirect costs. 40 C.F.R. §13.11(b).

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.

127. Late Penalty Action. 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 pursuant to this CAFO, EPA may take additional actions, which include, but are not limited to, the following:

- a. Referral of the debt to a credit reporting agency or a collection agency. 40 C.F.R. §§ 13.13 and 13.14.
- b. Collection of 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. Suspension or revocation of Respondent's licenses or other privileges or suspension or disqualification of Respondent from doing business with EPA or engaging in programs EPA sponsors or funds. 40 C.F.R. § 13.17.
- d. Refer that the Attorney General bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136/(a)(5).

128. 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.

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

F. TAX REPORTING

130. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service (“IRS”) annually, a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;

- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at sherrer.dana@epa.gov within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the effective date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - i. notify EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the effective date of this Order per Paragraph 145; and
 - ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

G. CERTIFICATION OF COMPLIANCE

131. In executing this CAFO, Respondent certifies that, to the best of its knowledge, it is currently in compliance with any FIFRA requirements that may apply to its ongoing operations.

H. RETENTION OF RIGHTS

132. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's liability for federal civil penalties for the violations and facts specifically alleged in Section I.C of the CAFO. Nothing in this CAFO is intended to or shall be construed to resolve (i) any civil liability for violations of any provision of any federal, state, or local law, statute, regulation, rule, ordinance, or permit not specifically alleged in Section I.C of the CAFO; or (ii) any criminal liability. EPA specifically reserves any and all authorities, rights, and remedies available to it (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to address any violation of this CAFO or any violation not specifically alleged in Section I.C of the CAFO.

133. This CAFO does not exempt, relieve, modify, or affect in any way Respondent's duty to comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and permits.

I. ATTORNEY'S FEES AND COSTS

134. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this proceeding.

J. EFFECTIVE DATE

135. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CAFO shall be effective on the date that the final order contained in this CAFO, having been approved and issued by either the Regional Judicial Officer or Regional Administrator, is filed.

K. BINDING EFFECT

136. The undersigned representative of Complainant and the undersigned representative of Respondent each certifies that he or she is fully authorized to enter into the terms and

conditions of this CAFO and to bind the party he or she represents to this CAFO.

137. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns.

FOR RESPONDENT, PARADISE CITY GROUP LLC

6/25/2024

DATE



Tommy Le
Manager
Paradise City Group LLC

FOR COMPLAINANT, EPA REGION IX:

9/9/2024

DATE

**MATTHEW
SALAZAR**

Digitally signed by MATTHEW
SALAZAR
Date: 2024.09.09 16:11:24 -07'00'

Matt Salazar, PE
Manager, Toxics Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region IX

**Consent Agreement and Final Order
In the Matter of: Paradise City Group LLC
Docket No. FIFRA-09-2024-0046**

II. FINAL ORDER

Complainant and Respondent, Paradise City Group LLC, having entered into the foregoing Consent Agreement,

IT IS HEREBY ORDERED that this CAFO (Docket No. FIFRA-09-2024-0046) be entered, and that Respondent shall pay a civil administrative penalty in the amount of FIFTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$54,500) plus interest in accordance with the table in paragraph 123 and comply with the terms and conditions set forth in the Consent Agreement.

BEATRICE
WONG

Digitally signed by
BEATRICE WONG
Date: 2024.09.11
10:20:07 -07'00'

DATE

Beatrice Wong
Regional Judicial Officer
U.S. Environmental Protection Agency, Region IX

CERTIFICATE OF SERVICE

I hereby certify the original copy of the foregoing Consent Agreement and associated Final Order in the matter of Paradise City Group LLC dba Paradise City Beauty Supply LLC (Docket No. FIFRA-09-2024-0046) was filed with the Regional Hearing Clerk, Region IX and that a true and correct copy was sent by electronic mail to the following parties:

RESPONDENT: Tommy Le
Paradise City Group LLC
91-1008 Kaiwana Street
Ewa Beach, HI 96706
Tommyle@paradisecityhawaii.com

COMPLAINANT: Catherine Schluter
Assistant Regional Counsel (ORC 2-1)
U.S. EPA, Region IX
75 Hawthorne Street
San Francisco, CA 94105
Schluter.Catherine@epa.gov

Ponly Tu
Regional Hearing Clerk
U.S. EPA – Region IX