

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Aug 22, 2024

12:54 pm

U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

Medify Air, LLC

Respondent.

Docket No. FIFRA-04-2024-3003(b)

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA or the Act), as amended, 7 U.S.C. § 136l(a), and Sections 22.13(b) and 22.18 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 Title 40 of the Code of Federal Regulations (C.F.R.) Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions of FIFRA and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

5. Respondent is Medify Air, LLC (Medify or Respondent), a limited liability company doing business in the State of Florida.

III. GOVERNING LAW

6. The term “device” is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h), 40 C.F.R. § 152.500, and 40 C.F.R. § 167.3, to mean any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling, or mitigating any pest or any other form of plant or animal life (other than man and other than bacteria, virus, or other microorganism on or in living man or other living animals); but not including equipment used for the application of pesticides when sold separately therefrom.
7. Pursuant to 40 C.F.R. § 152.500(b)(1), a device is subject to the requirements set forth in Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. Part 156, with respect to labeling.
8. Pursuant to 40 C.F.R. § 152.500(b)(5), a device is subject to the requirements set forth in Sections 12, 13, and 14 of FIFRA, 7 U.S.C. §§ 136j, 136k, and 136l, with respect to violations, enforcement activities, and penalties.
9. The term “label” is defined in Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), to mean the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.
10. The term “labeling” is defined in Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), to mean 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.
11. The term “person” is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
12. The term “pest” is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t), to mean 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 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).
13. The term “produce” is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean, in part, to manufacture, prepare, compound, propagate, or process any pesticide or active ingredient used in producing a pesticide. The term “produce” is further defined in 40 C.F.R. § 167.3 to mean to manufacture, prepare, propagate, compound, or process any pesticide, including any pesticide produced pursuant to Section 5 of the Act, any active ingredient or device, or to package, repackage, label, relabel, or otherwise change the container of any pesticide or device.
14. The term “producer” is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean the person who manufactures, prepares, compounds, propagates, or processes any pesticide or device or active ingredient used in producing a pesticide.

15. The term “establishment” is defined in Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), and 40 C.F.R. § 167.3, to mean any place where a pesticide or device or active ingredient used in producing a pesticide is produced, or held, for distribution or sale.
16. The term “to distribute or sell” is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to mean to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, or to release for shipment, or receive and (having so received) deliver or offer to deliver.
17. Pursuant to 40 C.F.R. § 152.3, “distribute or sell” is further defined to mean the acts of distributing, selling, offering for sale, holding for sale, shipping, holding for shipment, delivering for shipment, or receiving and (having so received) delivering or offering to deliver, or releasing for shipment to any person in any State.
18. 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), devices declared subject to the Act pursuant to 40 C.F.R. § 152.500 are considered “misbranded” if their labeling is false or misleading in any particular, including both pesticidal and non-pesticidal claims.
19. Pursuant to 40 C.F.R. § 156.10(a)(5)(ii) and (iv), examples of statements or representations in the labeling which constitute misbranding include, but are not limited to: “(ii) a false or misleading statement concerning the effectiveness of a product as a pesticide or a device;” and “(iv) a false or misleading comparison with other pesticides or devices.”
20. Pursuant to 40 C.F.R. § 156.10(a)(1)(v), every pesticide product shall bear a label that clearly and prominently shows the producing establishment number as prescribed in 40 C.F.R. § 156.10(f).
21. Pursuant to 40 C.F.R. § 156.10(f), the producing establishment registration number preceded by the phrase “EPA Est.” of the final establishment at which the product was produced may appear in any suitable location on the label or immediate container. It must appear on the wrapper or outside container of the package if the EPA establishment registration number on the immediate container cannot be clearly read through such wrapper or container.
22. Pursuant to 40 C.F.R. § 156.10(a)(1)(viii), every pesticide product shall bear a label that clearly and prominently shows the directions for use as prescribed in 40 C.F.R. § 156.10(i).
23. Pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), a pesticide is “misbranded” if its label does not bear the establishment registration number assigned under Section 7 of FIFRA for each establishment in which it was produced.
24. Pursuant to Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), a pesticide is “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 the Act, are adequate to protect health and the environment.
25. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), it is unlawful for any person to distribute or sell to any person any pesticide device that is misbranded.

26. Pursuant to Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), it is unlawful for any person who is a registrant, wholesaler, dealer, retailer, or other distributor to fail to file reports required by FIFRA.
27. Pursuant to 19 C.F.R. § 12.112, an importer (or its agent) desiring to import pesticides or pesticide devices into the United States is required to submit to the EPA Administrator a Notice of Arrival of Pesticides and Devices (NOA) [EPA Form 3540-1] prior to the arrival of the shipment(s) into the United States, or, as an alternative to submitting a NOA, the importer or its agent may file an electronic alternative to the NOA with the filing of entry documentation via the U.S. Customs and Border Protection's (CBP) Automated Commercial Environment (ACE) Data Processing System.
28. Pursuant to 40 C.F.R. § 167.3, "pesticidal product" means a pesticide, active ingredient, or device.
29. Section 14(a) of FIFRA, 7 U.S.C. § 136/(a), in conjunction with 40 C.F.R. Part 19, Adjustments of Civil Monetary Penalties for Inflation, authorizes the assessment of a civil penalty for violations of the Act.

IV. FINDINGS OF FACTS

30. Respondent is a "person" as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.
31. On or around January 4, 2022, and January 21, 2022, an authorized representative of the EPA conducted inspections at Medify's facility located at 1325 SW 30th Avenue, Deerfield Beach, Florida 33442 (Facility).
32. During the inspections, inspectors observed air purifier devices. Documents collected during the inspections included photographs of the air purifier devices and sales records indicating that Medify sold and/or distributed the air purifier devices on one or more occasions between April and December of 2021. The air purifier devices included the following air purifier model numbers: MA-14, MA-15, MA-18, MA-22, MA-25, MA-35, MA-40, MA-45, MA-50, MA-112, MA-125, and MA-CAR.
33. Labels on the air purifier device models identified above that were photographed during the inspections showed that all models included pesticidal claims that the products were for use against pests such as mold spores, dust mites, and "certain bacteria/virus." Therefore, the products are instruments or contrivances intended for trapping, destroying, repelling, or mitigating pests, and therefore, meet the definition of "device" as that term is defined under FIFRA.
34. Additional claims on product labels for all model numbers included, but were not limited to, "Captures up to 99.9% of particles down to 0.1 microns," "HEPA H13 is a Higher Grade filter that traps more harmful particles than HEPA Type or True HEPA H11," "Compare our coverage area and quality to any unit on the market and we will beat the competition every time," and "Removes up to 99.9% of...germs." These claims did not specify clearly or precisely the actual capture rates the models are capable of achieving, or the specific organisms the products have been proven to be effective against, and therefore were misleading statements concerning the effectiveness of the product as a device pursuant to 40 C.F.R. § 156.10(a)(5)(ii). Additionally, the claims that the

models are superior to other products were not substantiated and therefore were misleading comparisons with other devices pursuant to 40 C.F.R. § 156.10(a)(5)(iv). As such, the air purifier devices were misbranded pursuant to 40 C.F.R. § 156.10(a)(5). On June 25, 2024, Medify submitted a certification to the EPA stating that on or before March 18, 2024, it had removed these misleading efficacy and comparison claims from the air purifier device labels.

35. A review of the device labels demonstrated that model numbers MA-112 and MA-125 included an EPA establishment number on the label. However, none of the other ten (10) models included an EPA establishment number. Pursuant to 40 C.F.R. § 152.500(b)(1), a device is subject to the requirements set forth in Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. Part 156, with respect to labeling. Pursuant to 40 C.F.R. § 156.10(f), the producing establishment registration number must be on the device label. As such, the devices, other than model numbers MA-112 and MA-125, were misbranded pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D).
36. The inspections revealed that Medify imported devices on multiple occasions between April and December of 2021 into the Port of Miami, Florida without submitting an NOA prior to the arrival of each shipment of devices or filing an electronic alternative to the NOA with entry documentation as required by 19 C.F.R. § 12.112. Between February 4, 2022, and February 15, 2023, Medify filed additional entries for the importation of twenty-six (26) shipments of devices into the Port of Miami, Florida, and filed an electronic alternative to the NOA with the filing of entry documentation for each of these entries.
37. On or around July 26, 2023, the EPA learned in a meeting with Medify that some model numbers of the air purifier devices were not accompanied by a label which included directions for use, but that the labels and packaging indicated that directions for use were available on Medify's website. These air purifier devices had been imported by Medify and were being held for distribution in Medify's warehouses in Florida or California, and at Medify's third-party distributor locations, including Amazon, Pattern, and Target Distribution Centers.
38. Pursuant to 40 C.F.R. § 152.500(b)(1), a device is subject to the requirements set forth in Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. Part 156, with respect to labeling. Pursuant to 40 C.F.R. § 156.10(a)(1)(viii), every pesticide product shall bear a label containing the information specified by FIFRA and governing regulations, including directions for use as prescribed in 40 C.F.R. § 156.10(i). Directions for use must be prominently displayed on the label that accompanies the product, and posting them online only, without including them on the label, constitutes misbranding. Due to the absence of directions for use on the labels of the air purifier devices, the devices were misbranded. On June 25, 2024, Medify submitted a certification to the EPA stating that on or before March 18, 2024, it had completed the process of adding directions for use to the labeling of the devices described in Paragraph 37.

V. ALLEGED VIOLATIONS

39. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), by selling and distributing misbranded devices as described in Section IV.
40. The EPA alleges that Respondent violated Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), by importing devices in 2021 without submitting NOAs, or in the alternative, filing an electronic

alternative to the NOA with the filing of entry documentation, as described in Section IV.

VI. STIPULATIONS

41. The issuance of this CAFO simultaneously commences and concludes this proceeding. See 40 C.F.R. § 22.13(b).
42. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
 - (a) admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
 - (b) neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
 - (c) consents to the assessment of a civil penalty as stated below;
 - (d) consents to the conditions specified in this CAFO;
 - (e) waives any right to contest the alleged violations of law set forth in Section V (Alleged Violations) of this CAFO; and
 - (f) waives its rights to appeal the Final Order accompanying this CAFO.
43. For the purpose of this proceeding, Respondent:
 - (a) agrees that this CAFO states a claim upon which relief may be granted against Respondent;
 - (b) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
 - (c) waives any right it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
 - (d) by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of FIFRA and its implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;
 - (e) waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept or issue this CAFO; and
 - (f) agrees to comply with the terms of this CAFO.

44. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

45. Respondent consents to the payment of a civil penalty for the violations alleged herein, which was calculated in accordance with the Act, in the amount of **ONE HUNDRED AND SEVENTY-SIX THOUSAND DOLLARS** (\$176,000.00), which is to be paid within thirty (30) days of the Effective Date of this CAFO.

46. Payment(s) shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and Docket Number for this matter shall be referenced on the face of the check. If Respondent sends payment by standard U.S. Postal Service delivery, the payment shall be addressed to:

United States Environmental Protection Agency
P.O. Box 979078
St. Louis, Missouri 63197-9000

If Respondent sends payment by non-standard mail delivery (*e.g.*, FedEx, DHL, UPS, USPS certified, registered, etc.), the payment shall be sent to:

U.S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, Missouri 63045

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, New York 10045
Beneficiary: Environmental Protection Agency

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of US Treasury facility:
5700 Rivertech Court
Riverdale, Maryland 20737

REX (Remittance Express): 1-866-234-5681

47. Respondent shall send proof of payment within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov

and

Kanoelehua Ho
Enforcement and Compliance Assurance Division
Chemical Safety and Land Enforcement Branch
ho.kanoelehua@epa.gov

48. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, 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 Facility name and Docket No. **FIFRA-04-2024-3003(b)**.
49. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following amounts on any amount overdue:
- (a) Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the penalty and accrued interest is paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b), and 40 C.F.R. § 13.11(a).
 - (b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. See 40 C.F.R. § 13.11(c).
 - (c) Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. See 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

50. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, pursuant to Section 14(a)(5) of FIFRA, 7 U.S.C. § 136/(a)(5), the EPA may:
- (a) refer the debt to a credit reporting agency or a collection agency pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136/(a) (*see* 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 to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (*see* 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 (*see* 40 C.F.R. § 13.17); and/or
 - (d) request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed pursuant to Section 14(a)(5) of FIFRA, 7 U.S.C. § 136/(a)(5).
51. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send a completed Form 1098-F (“Fines, Penalties, and Other Amounts”) to the Internal Revenue Service (IRS) annually with respect to any court order and settlement agreement (including administrative settlements), that requires a payor to pay an aggregate amount that the 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.” The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (for example, a copy of Form 1098-F). In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondent herein agrees, that:
- (a) Respondent shall complete a 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 Form W-9 includes Respondent’s correct Tax Identification Number (TIN) or that Respondent has applied and is waiting for issuance of a TIN;
 - (c) Respondent shall email its completed Form W-9 to the EPA’s Cincinnati Finance Center Region 4 contact, Jessica Henderson (henderson.jessica@epa.gov), on or before the date that Respondent’s initial penalty payment is due, pursuant to Paragraph 45 of this CAFO, and the EPA recommends encrypting Form W-9 email correspondence; and
 - (d) In the event that Respondent has certified in its completed Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent by the date that its initial penalty payment is due, 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, by the date that Respondent's initial penalty payment is due; 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.

(e) Failure to comply with providing Form W-9 or Respondent's TIN may subject Respondent to a penalty. See 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1.

52. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

53. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

54. In accordance with 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall satisfy the requirements of this CAFO; but shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

55. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 14(a) of the Act, 7 U.S.C. § 136/(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 7 U.S.C. § 136/(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

56. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of FIFRA and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.

57. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.

58. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.

59. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.

60. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
61. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
62. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
63. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
64. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
65. The EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
66. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
67. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

68. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

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Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement, In the Matter of **Medify Air, LLC**, Docket Number **FIFRA-04-2024-3003(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Kevin M. Weber 7-24-2024
Signature Date

Printed Name: KEVIN M. WEBER

Title: CFO

Address: 150 E PALMETTO PARK RD. #200
BOCA RATON, FL. 33432

The foregoing Consent Agreement, In the Matter of **Medify Air, LLC**, Docket Number **FIFRA-04-2024-3003(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Medify Air, LLC,

Respondent.

Docket No. **FIFRA-04-2024-3003(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Medify Air, LLC**, Docket No. **FIFRA-04-2024-3003(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent:

J. Henry Scott
Chief Executive Officer
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