

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

FILED

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U.S. EPA REGION 5
HEARING CLERK

In the Matter of:	)	Docket No. FIFRA-05-2026-0015
	)	
Travel Caddy, Inc. dba Travelon	)	Proceeding to Assess a Civil Penalty
Franklin Park, Illinois	)	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 Travel Caddy, Inc. doing business as Travelon (Travelon), a corporation doing business in the State of Illinois.
4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).
5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.
6. Respondent consents to the assessment of the civil penalty specified in this CAFO, and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

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

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and its right to appeal this CAFO. Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

9. Respondent certifies that it is complying with FIFRA, 7 U.S.C. §§ 136-136y, and the regulations at 40 C.F.R. § 152 and 40 C.F.R. § 167.20.

Statutory and Regulatory Background

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

11. 40 C.F.R. § 152.15(a)(1) states that a substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance can or should be used as a pesticide.

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

13. Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), states that a pesticide is misbranded if its label does not bear the registration number assigned under Section 7 of FIFRA, 7 U.S.C. § 136e, to the establishment in which it was produced.

14. 40 C.F.R. § 156.10(a)(1)(v) requires that the pesticide label must show clearly and prominently the producing establishment number of the final establishment at which the product was produced.

15. The term “person” means “any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.” 7 U.S.C. § 136(s).

16. The term “distribute or sell” means “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.” 7 U.S.C. § 136(gg).

17. A “device” is 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 U.S.C. § 136(h).

18. A “pesticide” is, among other things, any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. 7 U.S.C. § 136(u).

19. A “pest” is 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 which the Administrator declares to be a pest under Section 25(c)(1) of FIFRA, 7 U.S.C § 136w(c)(1). 7 U.S.C. § 136(t).

20. The term “pest” means, among other things, “any fungus, bacterium, virus, prion, or other microorganism, except for those on or in living man or other living animals and those on or in processed food or processed animal feed, beverages, drugs (as defined in FFDCA section 201(g)(1)) and cosmetics (as defined in FFDCA section 201(i)).” 40 C.F.R. § 152.5(d).

21. The term “pesticide product” means “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.” 40 C.F.R. § 152.3.

22. The term “label” means the “written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.” 7 U.S.C. § 136(p)(1).

23. The term “labeling” means “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.” 7 U.S.C. § 136(p)(2).

24. The Administrator of EPA may assess a civil penalty against any registrant, commercial applicator, wholesaler, dealer, retailer, or other distributor who violates any provision of FIFRA of up to \$24,885 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

25. At all times relevant to this CAFO, Respondent was a “person” as that term is defined at Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

26. At all times relevant to this CAFO, Respondent owned or operated a business located at 11333 Addison Avenue, Franklin Park, Illinois (the Facility).

27. On August 18, 2022 and September 7, 2022, inspectors employed by U.S. Environmental Protection Agency Region 5 and authorized to conduct inspections under FIFRA conducted an inspection at Respondent’s place of business in Franklin Park, Illinois (the Inspection).

Treated Products

28. During the Inspection occurring on September 7, 2022, the inspectors collected photographs of the following Travelon products:

- a. Antimicrobial On-the-go Cloth, Style # 23537
- b. Antimicrobial Packable Backpack, Style # 43541
- c. Antimicrobial Packable Tote, Style # 43542

- d. Antimicrobial 6 Pocket Waist Pack, Style # 43543
- e. Antimicrobial Packable Water Bottle Tote, Style # 43548
- f. Antimicrobial Pouches (Set of 3), Style # 43549
- g. Antimicrobial Shoe Covers, Style # 43550
- h. Origin Day Pack, Style # 43551
- i. Origin Large Backpack, Style # 43552
- j. Origin Small Backpack, Style # 43553
- k. Origin Hip Pack, Style # 43554
- l. Origin Slim Bag, Style # 43555

29. On September 22, 2022, EPA received PDF mock-ups of label artwork and distribution records from Respondent for the Travelon products listed in paragraph 28.

30. The products Respondent names “Antimicrobial” (Style Numbers 23537, 43541, 43542, 43543, 43548, 43549, and 43550) listed in paragraph 28 each bore text printed on the product label with the following statements:

- a. “Treated with Silvadur Antimicrobial technology, inhibiting the growth of microorganisms in fabric”
- b. “The science of intelligent antimicrobial technology SILVADUR”
- c. “Intelligent antimicrobial inhibits the spread of microorganisms in fabric”
- d. Graphic of a shield with a cross and microorganisms superimposed

31. The products Respondent names Antimicrobial (Style Numbers 23537, 43541, 43542, 43543, 43548, 43549, and 43550) listed in paragraph 28 and photographed during the Inspection each had a fabric tag attached to the item which bore the word “antimicrobial.”

32. The products Respondent names Antimicrobial (Style Numbers 23537, 43541, 43542, 43543, 43548, 43549, and 43550) listed in paragraph 28 and photographed during the Inspection each include the claim “antimicrobial” in the product name itself.

33. The products Respondent names Origin (Style Numbers 43551, 43552, 43553, 43554, and 43555) listed in paragraph 28 each bore text printed on the product label with the following statements:

- a. “Antimicrobial”
- b. “To increase your safety Origin bags have been infused with Silvadur by DuPont, an intelligent antimicrobial that inhibits the spread of microorganisms in fabrics and a durable droplet barrier”
- c. “Infused with antimicrobial protection”

34. Respondent’s claims that the products listed in paragraph 28 are treated with an antimicrobial indicate that the products listed in paragraph 28 will protect the health of the users of those products by preventing, destroying, repelling, or mitigating microorganisms.

35. Bacteria, viruses, or other microorganisms are each considered to be a pest under 40 C.F.R. § 152.5(d).

36. The products listed in paragraph 28 are each considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, under 40 C.F.R. § 152.15(a)(1), since Respondent claims, states, or implies (by labeling or otherwise) that the substance can or should be used as a pesticide.

37. The products listed in paragraph 28 are each a “pesticide” as defined at Section 2(u) of FIFRA, 7 U.S.C. § 136(u).

38. The products listed in paragraph 28 are not registered as a pesticide with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

39. Respondent distributed or sold the products listed in paragraph 28 on 1,043 separate occasions in 2022.

40. Respondent’s sale or distribution of the products listed in paragraph 28 on 1,043 separate occasions constitutes 1,043 unlawful acts pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Travelon Personal Air Purifier

41. During the Inspection occurring on September 7, 2022, the inspectors collected photographs of Travelon Personal Air Purifier.
42. On September 22, 2022, EPA received a PDF label mock-up of label artwork and distribution records from Respondent for Travelon Personal Air Purifier.
43. The label for Personal Air Purifier, Style # 13560 said:
 - a. “Effective for removing airborne diseases;”
 - b. “Wear around neck to purify our personal space and create a health shield of clean refreshing air;”
 - c. “Negative ions attach like magnets to airborne bacteria, viruses, smoke, pollen, mites even PM 2.5 air pollutants – sinking them to the ground leaving you with healthy, breathable air;” and
 - d. “Perfect for flu season, and ideal for those with allergies, compromised immune systems, asthma, other breathing sensitivities.”
44. Bacteria, viruses, or other microorganisms are each considered to be a pest under 40 C.F.R. § 152.5(d).
45. Travelon Personal Air Purifier is a “device” as that term is defined by Section 2(h) of FIFRA, 7 U.S.C. § 136(h) because it is intended for trapping, destroying, repelling, or mitigating a pest.
46. Devices are subject to the requirements in Section 7 of FIFRA, 7 U.S.C. § 136e, with respect to establishment registration and reporting, under 40 C.F.R. § 152.500.
47. Photographs of the product collected during the Inspection and the label mock-up for Travelon Personal Air Purifier did not include a registration number assigned under FIFRA Section 7 to the establishment in which it was produced, otherwise known as the producing establishment number.
48. Travelon Personal Air Purifier, as referenced in paragraphs 41 - 47 above, was misbranded as that term is defined by Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D).

49. Respondent distributed or sold the Travelon Personal Air Purifier on 162 separate occasions in 2022.

50. Respondent's sale or distribution of the Travelon Personal Air Purifier on 162 separate occasions constitutes 162 unlawful acts pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F).

Civil Penalty

51. 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 **\$100,000**. 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.

52. Respondent agrees to pay a civil penalty in the amount of **\$100,000** ("Assessed Penalty") within thirty (30) days after the effective date of this CAFO. EPA conducted an analysis of Respondent's financial information and determined Respondent has a limited ability to pay. Consequently, in accordance with applicable law, EPA determined that the Assessed Penalty is an appropriate amount to settle this action.

53. 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>.

54. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this CAFO, FIFRA-05-2026-0015.
- 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

Angela Bouche (ECP-17J)
Pesticides and Toxics Compliance Section
U.S. EPA, Region 5
bouche.angela@epa.gov
and
R5lecab@epa.gov

Maria Gonzalez (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
gonzalez.maria@epa.gov

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

“Proof of payment” means, as applicable, 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.

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

- a. Interest. Interest begins to accrue from the effective date of this CAFO. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed

Penalty as well as any interest, penalties, and other charges are paid in full.

To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.

- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

56. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this CAFO, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency pursuant to 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H.

- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
- d. Request that the Attorney General bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136l(a)(5).

57. 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.

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

59. 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 Milton Wise at EPA’s Cincinnati Finance Center at wise.milton@epa.gov, within 30 days after the effective date of this CAFO, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA’s Cincinnati Finance Center with Respondent’s TIN, via email, within five (5) days of Respondent’s receipt of a TIN issued by the IRS.

General Provisions

60. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: gonzalez.maria@epa.gov (for Complainant), and cclare@clarkhill.com and dougb@travelonbags.com (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.

61. Respondent’s full compliance with this CAFO resolves only Respondent’s liability under FIFRA for federal civil penalties for the violations alleged in the CAFO.

62. 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.

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

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

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

66. 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.

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

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

Travel Caddy, Inc. dba Travelon, Respondent

Jul 23, 2026

Date


box SIGN 46XJJ5XY-1R26J9WR

Doug Brunner
Treasurer
Travel Caddy, Inc. dba Travelon

United States Environmental Protection Agency, Complainant

Carolyn Persoon
Division Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 5

In the Matter of Travel Caddy, Inc. dba Travelon
Docket No.: FIFRA-05-2026-0015

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