

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Aug 25, 2026

6:49 am

U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

Kaz USA, Inc.

Respondent.

Docket No. FIFRA-04-2026-3007(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*, 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 the 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 Kaz USA, Inc. (Kaz). Kaz is a corporation incorporated in the State of Massachusetts.

III. GOVERNING LAW

6. The term “device” is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a), to mean any instrument or contrivance (other than a firearm) that 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. 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.
8. 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.
9. 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.
10. 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 microorganism (except viruses, bacteria, or other microorganisms 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).
11. Pursuant to 40 C.F.R. § 152.5(d), an organism is declared to be a pest under circumstances that make it deleterious to man or the environment, if it is: 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 Section 201(g)(1) of the Federal Food, Drug, and Cosmetic Act (FFDCA), 21 U.S.C. § 321(g)(1)), or cosmetics (as defined in Section 201(i) of the FFDCA, 21 U.S.C. § 321(i)).
12. The term “pesticide” is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u), to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pursuant to 40 C.F.R. § 152.15, the term “pesticide” is further defined to mean any substance (or mixture of substances) intended for a pesticidal purpose.
13. Pursuant to 40 C.F.R. § 152.15(a), 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): (1) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or (2) That the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide.

14. 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, release for shipment, or receive and (having so received) deliver or offer to deliver.
15. Pursuant to 40 C.F.R. § 152.3, “distribute or sell,” and other grammatical variations of the term such as “distributed or sold” and “distribution or sale,” 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.
16. 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.
17. 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.
18. Pursuant to 40 C.F.R. § 156.10(a)(5)(ii), statements or representations in the labeling which constitute misbranding include, but are not limited to, a false or misleading statement concerning the effectiveness of a product as a pesticide or a device.
19. 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.
20. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell to any person any device that is misbranded.
21. The term “registrant” is defined in Section 2(y) of FIFRA, 7 U.S.C. § 136(y), to mean a person who has registered any pesticide pursuant to the provisions of the Act.
22. 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.
23. Pursuant to 40 C.F.R. § 167.3, the term “produce” is defined 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.
24. Pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a, pesticides that are sold or distributed in the United States are required to be registered with the EPA.
25. Pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), it is unlawful for any person to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

26. Pursuant to 40 C.F.R. § 167.3, “pesticidal product” means a pesticide, active ingredient, or device.
27. Pursuant to 40 C.F.R. § 152.15, no person may distribute or sell any pesticide product that is not registered under the Act, except as provided in 40 C.F.R. §§ 152.20, 152.25, and 152.30.
28. Pursuant to 40 C.F.R. § 152.25(a), an article or substance treated with, or containing, a pesticide to protect the article or substance itself (for example, paint treated with a pesticide to protect the paint coating, or wood products treated to protect the wood against insect or fungus infestation), if the pesticide is registered for such use, has been determined to be of a character not requiring regulation under FIFRA, and is therefore exempt from all provisions of FIFRA when intended for use, and used, only in the manner specified. This is known as the “treated articles exemption.”
29. Pursuant to Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), it is unlawful for any person who is a registrant, wholesaler, dealer, retailer, or other distributor to fail to file reports required by FIFRA.
30. Pursuant to 19 C.F.R. § 12.112, an importer (or its agent) desiring to import pesticides or 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 entry via the U.S. Customs and Border Protection’s (CBP) Automated Commercial Environment (ACE) Data Processing System.
31. 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 FACT

32. 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.
33. On or around August 21, 2020, the licensed customs broker Expeditors International of Washington, Inc. (Expeditors International) submitted entry documents via the CBP ACE Data Processing System on behalf of Kaz for the importation of one shipment of product described as “humidifiers, evaporative.” The shipment arrived at the Port of Memphis, Tennessee on or about August 29, 2020.
34. On or around August 22, 2020, the EPA conducted a review of the labels and labeling for the humidifier products referenced above, which included Honeywell models HCM350BV1 and HCM350V1 and Vick’s models V3900V1 and V3900V2. On the product packaging for models HCM350BV1 and HCM350V1, the EPA observed the statement “antimicrobial treated” in reference to the wicking filter, without any further language qualifying what the product was treated with or for what purpose. Upon review of the owner’s manuals, which are labeling, for models HCM350BV1, HCM350V1, V3900V1, and V3900V2, the EPA observed the statement “your filter has been made with Protec antimicrobial.”
35. As part of the EPA’s review of Kaz’s import activities, the EPA found that from July 1, 2020, to June

29, 2021, Expeditors International filed multiple entries on behalf of Kaz for the importation of Honeywell and Vick's model humidifiers containing cellulose wicking filters treated with Zinc Omadine ZOE Dispersion Mildewcide (EPA Reg. No. 1258-1235). Kaz confirmed that the wicking filters contained in the humidifiers, including filter model HAC-504 in humidifiers HCM350BV1 and HCM350V1, and filter model WF2 in humidifiers V3900V1 and V3900V2, were composed of cellulose. Furthermore, Kaz clarified that the wicking filters were not treated with Protec but were treated with the EPA-registered product Zinc Omadine ZOE Dispersion Mildewcide. Zinc Omadine ZOE Dispersion Mildewcide is not registered for use as a preservative in cellulose water-based filtration products, such as the wicking filter models HAC-504 and WF2.

36. Per 40 C.F.R. § 152.25(a), an article treated with a pesticide to protect the article itself from microbial degradation is exempt from pesticide registration as long as the treating pesticide is registered for such use and no explicit or implied public health claims are made for the treated article. Because Zinc Omadine ZOE Dispersion Mildewcide is not registered for use on cellulose water-based filtration products, and the humidifiers included claims that the wicking filters were "antimicrobial," the filters do not meet the requirements of the treated articles exemption. Therefore, the filters are unregistered pesticides that should have been registered pursuant to Section 3 of FIFRA prior to being distributed or sold. Additionally, the humidifier models HCM350BV1, HCM350V1, V3900V1, and V3900V2 are also considered to be unregistered pesticides because the unregistered pesticide filters were embedded in the humidifier models and sold together as single units.
37. On or around October 9, 2020, Expeditors International submitted entry documents via the CBP ACE Data Processing System on behalf of Kaz for the importation of one shipment of a product described as "Dust/air purif for other." The shipment arrived at the Port of Memphis, Tennessee on or about October 5, 2020, and contained two models of Honeywell-branded air purifiers, including Honeywell products HPA300 and HPA204. The EPA reviewed the labels for these two products and observed the following: the statement "Doctor's Choice," claims that the products captured "harmful particles," and graphics implying health protection such as medical personnel in white coats with stethoscopes. Based on the statements and claims identified above, the products are instruments or contrivances intended to mitigate or destroy pests and are, therefore, devices pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a). Additionally, these claims are false or misleading as to the product's efficacy. Therefore, the HPA300 and HPA204 products were misbranded devices as set forth in 40 C.F.R. § 156.10(a)(5)(ii).
38. As part of the EPA's review of Kaz's import activities, from around July 1, 2020, to June 29, 2021, Expeditors International filed multiple entries on behalf of Kaz for the importation of air purifiers and replacement filters sold under the Honeywell brand. Based upon the EPA's review of product labels and labeling for these air purifiers and replacement filters, the EPA observed the shipments included additional models [see Attachment A] whose labels and labeling contained claims such as, but not limited to: "captures up to 99.9% of harmful particles and germs," "optimizes germ capturing performance during cold & flu season," "captures certain bacteria & virus," and "#1 brand recommended by allergists." Some purifiers also included a "germ" cleaning level setting. Additionally, certain labels and labeling for the purifiers and filters did not specify clearly or precisely the actual particle capture rates the devices were capable of achieving, or the specific organisms the products have been proven to be effective against and implied they were intended to prevent harmful health effects or offer health protection. Based on the statements and claims

identified above, the products are instruments or contrivances intended to mitigate or destroy pests and are, therefore, devices pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a). Additionally, these claims are false or misleading as to the product's efficacy and thus the Honeywell brand air purifiers and replacement filters were misbranded devices as set forth in 40 C.F.R. § 156.10(a)(5)(ii).

39. In addition to Honeywell brand air purifiers and replacement filters, Kaz also imported Vick's humidifier model VWM845V1. The label for this product included the claims "#1 brand recommended by pediatricians" and "up to 99% bacteria free mist." Based on these statements and claims, this product is an instrument or contrivance intended to mitigate or destroy pests and is, therefore, a device pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a). Additionally, these claims are false or misleading as to the product's efficacy and thus the VWM845 is a misbranded device as set forth in 40 C.F.R. § 156.10(a)(5)(ii).
40. Based on a review of the entries Expeditors International filed in the CBP ACE Data Processing System on behalf of Kaz between July 1, 2020, and June 29, 2021, and shipment data submitted to the EPA by Kaz, the importer or the importer's agent failed to submit Notices of Arrival (NOA) on several occasions prior to the arrival of the devices HPA200V2, HRF1V1, HPA020BV1, and HPA600B in the United States, or file an electronic alternative with the filing of the entries, in accordance with Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), and 19 C.F.R. § 12.112(a).
41. Respondent asserts that after the EPA's initiation of this action, Respondent conducted a comprehensive review of its product labeling, ceased forward distribution and sale of all potentially affected products, and voluntarily provided an expanded list of such products to the EPA. Respondent asserts that it promptly thereafter relabeled, repackaged, and/or removed from commerce the affected products to address the EPA's labeling concerns.

V. ALLEGED VIOLATIONS

42. The EPA alleges that Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or selling, including importing, the unregistered pesticides HCM350V1, HCM350BV1, V3900V1, and V3900V2, on multiple occasions between July 1, 2020, and June 29, 2021, as outlined in Section IV of this CAFO.
43. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), by distributing or selling, including importing, the misbranded Vick's device VWM845V1 and the Honeywell devices listed in Attachment A, on multiple occasions between July 1, 2020, and June 29, 2021, as outlined in Section IV of this CAFO.
44. The EPA alleges that Respondent violated Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), by failing to file a NOA or its electronic equivalent on multiple occasions between July 1, 2020, and June 29, 2021, as outlined in Section IV of this CAFO.

VI. STIPULATIONS

45. The issuance of this CAFO simultaneously commences and concludes this proceeding.
See 40 C.F.R. § 22.13(b).

46. 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.

47. 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 are neither admitted nor denied;
- (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;
- (f) 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; and
- (g) agrees to comply with the terms of this CAFO.

48. 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

49. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **FOUR MILLION, THREE HUNDRED AND FIFTY-FOUR THOUSAND, EIGHTY-ONE DOLLARS (\$4,354,081.00)**, which is to be paid within thirty (30) days of the Effective Date of this CAFO.
50. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. **FIFRA-04-2026-3007(b)**.
51. 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

Perrin Collins
Chemical Safety and Land Enforcement Branch
Enforcement and Compliance Assurance Division
collins.perrin@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

52. "Proof of payment" means, as applicable, 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 Respondent's name and Docket No. **FIFRA-04-2026-3007(b)**.
53. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the civil penalty, interest, or other charges and penalties per this CAFO, the entire unpaid balance of the civil penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

- (a) Interest. Interest will begin to accrue 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 until any unpaid portion of

the civil 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 large corporate underpayment rate, as any lower rate would fail to provide Respondent adequate incentive for timely payment.

(b) Handling Charge. Respondent will be assessed monthly a charge to cover the 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 civil penalty, interest, penalties, and other charges that remain delinquent more than ninety (90) days.

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

(a) refer the debt to a credit reporting agency or a collection agency (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 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 (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).

55. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of a 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 civil penalty amount.

56. 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’s contact, Jessica Henderson (Henderson.Jessica@epa.gov), on or before the date that Respondent’s initial penalty payment is due, pursuant to Paragraph 49 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 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.

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

VIII. EFFECT OF CAFO

- 58. 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.
- 59. 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.
- 60. 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.
- 61. 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.

62. 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.
63. 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.
64. 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.
65. Any change in ownership, partnership, corporate, or legal status relating to Respondent will not in any way alter Respondent's obligations and responsibilities under this CAFO.
66. 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.
67. 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.
68. 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.
69. 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.
70. 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.
71. 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.

72. 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

73. 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.

[Remainder of Page Intentionally Left Blank]

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of **Kaz USA, Inc.**, Docket Number **FIFRA-04-2026-3007(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

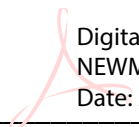
FOR RESPONDENT:

	August 17, 2026
Signature	Date
Printed Name:	Brian Grass
Title:	Chief Financial Officer and Treasurer
Address:	201 East Main Street, Ste 300
	El Paso, TX 79901

The foregoing Consent Agreement In the Matter of **Kaz USA, Inc.**, Docket Number **FIFRA-04-2026-3007(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

**KERIEMA
NEWMAN**



Digitally signed by KERIEMA
NEWMAN
Date: 2026.08.20 16:32:59 -04'00'

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:

Kaz USA, Inc.

Respondent.

Docket No. **FIFRA-04-2026-3007(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.

MICHELE
WETHERINGTON

Digitally signed by MICHELE
WETHERINGTON
Date: 2026.08.24 15:12:07 -04'00'

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Kaz USA, Inc.**, Docket No. **FIFRA-04-2026-3007(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: Stacey H. Mitchell, Esquire
Akin Gump Strauss Hauer & Feld LLP
2001 K Street N.W.
Washington D.C. 20006
shmitchell@akingump.com
(202) 887-4338

To EPA: Perrin Collins
Life Scientist
collins.perrin@epa.gov
(404) 562-9330

Alan Annicella
Supervisory Physical Scientist
annicella.alan@epa.gov
(404) 562-8610

Rob Summers
Attorney-Advisor
summers.robert@epa.gov
(404) 562-9523

Shannon
Richardson

Digitally signed
by Shannon
Richardson
Date: 2026.08.25
06:50:21 -04'00'

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov

Attachment A

Model	Description
50250-S	AIR CLEANER, 250CADR, W/INTELLICHECK, LIFETIME FILTER, ENG/SPAN PACKAGING
HPA030BV1	HONEYWELL TRUE HEPA TOWER AIR PUR
HPA060V1	HONEYWELL TRUE HEPA AIR PURIFIER MINI TOWER
HPA104WMPV2	HONEYWELL TRUE HEPA AIR PURIFIER-100 CADR-WHITE
HPA200V2	HONEYWELL TRUE HEPA AIR PURIFIER-200 CADR-BLK
HPA204V2	HONEYWELL TRUE HEPA AIR PURIFIER-200 CADR-WHITE
HPA250BV2	BLACK 200 CADR TRUE HEPA WITH BLUETOOTH
HPA304V2	HONEYWELL TRUE HEPA AIR PURIFIER-WHITE
HPA8350BV1	HONEYWELL HEPA 300CADR BLUETOOTH
HPA5300BV1	HONEYWELL HEPA AIR PURIFIER XLG RM BLK
HPA5100BV1	HONEYWELL HEPA AIR PURIFIER-MED RM BLK
HPA3100BV1	HONEYWELL HEPA AIR PURIFIER-MED RM BLK
HPA3300BV1	HONEYWELL HEPA AIR PURIFIER-XLG RM BLK
HPA5100WV1	HONEYWELL HEPA AIR PURIFIER-MED RM WHITE
HPA5200BV1	HONEYWELL HEPA AIR PURIFIER-LG RM BLK
HFD300IFD	HFD300 IFD REPLACEMENT FILTER
HFD320V2	AIRGENIUS 5 AIR CLEANER
HFD323TGTV2	AIRGENIUS 5, TGT PKG
HFD360B	AIRGENIUS 6 AIR CLEANER
HPA020B	HONEYWELL TRUE HEPA TABLE AIR PUR
HPA020BV1	HONEYWELL TRUE HEPA TABLE AIR PUR
HPA060	AIR PURIFIER, MINI TOWER, TRUE HEPA, 3-SPEED MANUAL CONTROLS W/FILTER REMINDERS
HPA094WMPV1	HONEYWELL TRUE HEPA HPA094 1 PIECE MASTER
HPA094WMPV2	HONEYWELL TRUE HEPA HPA094 1 PIECE MASTER
HPA100V1	AIR PURIFIER CONSOLE TRUE HEPA 100 CADR 4-SPEED ELEC. TOUCH CONTROL W/TIMER
HPA100V2	HONEYWELL TRUE HEPA AIR PURIFIER-100 CADR-BLK
HPA101TGTV2	TRUE HEPA 100CADR CONSOLE TGT NO QR
HPA101TGTV3	TRUE HEPA 100CADR CONSOLE - TGT NO QR
HPA104WMPV1	AIR PURIFIER CONSOLE 100 CADR TRUE HEPA WHITE 4-SPEED ELECT. TOUCH CONTROL W/TIMER MASTER PACK OF 1
HPA105TGTV2	TRUE HEPA 100 CADR WHITE CONSOLE TGT NO QR
HPA105TGTV3	TRUE HEPA 100 CADR WHITE CONSOLE - TGT NO QR
HPA160V1	HONEYWELL TRUE HEPA AIR PURIFIER TOWER W TOUCH CONTROLS
HPA200BWMV1	TRUE HEPA CONSOLE 200 CADR, WM PKG
HPA200BWMV2	TRUE HEPA CONSOLE 200 CADR-WM PKG
HPA200V1	AIR PURIFIER, CONSOLE, TRUE HEPA, 200 CADR, BLACK, 4-SPEED
HPA201TGTV2	HONEYWELL TRUE HEPA AIR PURIFIER-200 CADR-BLK-TARGET

HPA204V1	AIR PURIFIER CONSOLE TRUE HEPA 200 CADR WHITE 4-SPEED ELEC. TOUCH CONTROL W/TIMER
HPA250BV1	BLACK 200 CADR TRUE HEPA WITH BLUETOOTH
HPA300	AIR PURIFIER, CONSOLE, TRUE HEPA, 300 CADR, 4-SPEED ELEC. TOUCH CONTROL W/TIMER
HPA300V1	AIR PURIFIER CONSOLE TRUE HEPA 300 CADR 4-SPEED ELEC. TOUCH CONTROL W/TIMER
HPA300V2	HONEYWELL TRUE HEPA AIR PURIFIER-300 CADR-BLK
HPA304V1	HONEYWELL TRUE HEPA AIR PURIFIER WHITE
HPA3300B	HONEYWELL TRUE HEPA AIR PURIFIER-X-LARGE RM BLK
HPA5100B	TRUE HEPA AIR PURIFIER-MED RM BLK
HPA5100W	TRUE HEPA AIR PURIFIER-MED RM WHT
HPA5300B	TRUE HEPA AIR PURIFIER-X-LARGE RM BLK
HPA600B	TRUEHEPA PRO-SERIES CONSOLE 205 CADR AIR PURIFIER
HPA8350B	HONEYWELL HEPA 300CADR BLUETOOTH
HRF-ARVP100	HONEYWELL FILTER KIT FOR HPA100
HRF-ARVP200	HONEYWELL FILTER KIT FOR HPA200 & HPA250
HRF-ARVP300	HONEYWELL FILTER KIT FOR HPA300
HRF-D1	REPLACEMENT FILTER, HEPA, UNIVERSAL, D1, HONEYWELL, NON-PERMANENT
HRF-F1	REPLACEMENT FILTER, F1, HEPA, UNIVERSAL, HONEYWELL, NON-PERMANENT
HRFG1V1	TRUE HEPA REPLACEMENT FILTER FOR HPA030B & HPA020B
HRFH1V1	REPL FILTER, AP TRUE HEPA FOR HPA-050 AND HPA-150
HRFH2V1	REPL FILTER, AP TRUE HEPA 2PK FOR HPA-050 AND HPA-150
HRF-N2	REPLACEMENT HEPA FILTER FOR TOWER STYLE AIR PURIFIERS, HPA- 245/249 SERIES
HRFR1V2	HONEYWELL REPLACEMENT FILTER R HEPA 1-PK
HRFR2V2	HONEYWELL REPLACEMENT FILTER R HEPA 2-PK
HRFR3V2	HONEYWELL REPLACEMENT FILTER R HEPA 3-PK
HRF-Z2	TRUE HEPA REPLACEMENT FILTER FOR HPA600 AIR PURIFIER