



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10**

1200 Sixth Avenue, Suite 155
Seattle, WA 98101-3188

ENFORCEMENT &
COMPLIANCE ASSURANCE
DIVISION

Reply To: 20 – C04

DEC 19 2019

CERTIFIED MAIL — RETURN RECEIPT REQUESTED

National Registered Agents, Inc.

Registered Agent for:

Bonanza.com, Inc.

3131 Western Ave, Suite 428

Seattle, Washington 98121

**Re: Stop Sale, Use, or Removal Order for Unregistered and Misbranded Pesticides Distributed or Sold through Bonanza.com
Docket No. FIFRA-10-2019-0031**

Dear Madam or Sir:

This letter provides Bonanza.com, Inc. (“Bonanza”) notice that the U.S. Environmental Protection Agency, Region 10, (“EPA”) has issued a Stop Sale, Use, or Removal Order (“Order”) prohibiting the distribution or sale of certain unregistered and misbranded pesticide products under Section 13(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136k(a). The enclosed Order is effective immediately upon receipt and pertains to all quantities of these products under Bonanza’s control, ownership, or custody. The products subject to the Order are listed in Attachment A to the Order.

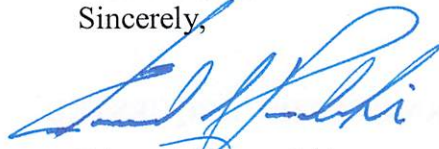
Based on inspections and tests, the EPA has determined that the products subject to the Order are pesticides and are not registered with the EPA. Therefore, the sale or distribution of these products violates Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A). This provision makes it unlawful to sell or distribute pesticides that are not registered with the EPA.

Moreover, the EPA has determined that several of the products subject to the Order are also misbranded in that their labeling bear statements relative thereto or to its ingredients which are false or misleading. These products are misbranded as that term is defined in Section 2(q)(1)(A) of FIFRA. Therefore, the sale or distribution of these products violates Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E).

Pursuant to Section 13(a) of FIFRA, 7 U.S.C. § 136k(a), the products may not be sold, used, distributed, or removed except in accordance with the conditions outlined in the Order. Any violation of the Order may result in the imposition of civil or criminal penalties as prescribed by Section 14 of FIFRA, 7 U.S.C. § 136l. The Order does not preclude EPA from pursuing other enforcement actions related to this or any other case.

For additional information about this Order, please contact Mr. Chad Schulze at U.S. EPA Region 10, 1200 Sixth Avenue, Suite 155 (20 - C04), Seattle, Washington 98101, or by email at Schulze.chad@epa.gov. Mr. Schulze may also be reached by telephone at (206) 553-0505. For any legal matters concerning this Order, including questions from legal counsel, please contact Mr. Brett Dugan, Office of Regional Counsel, at (206) 553-8562, or by email at dugan.brett@epa.gov.

Sincerely,



Edward J. Kowalski
Director

Enclosure

cc: Mr. William Harding
Bonanza.com, Inc.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION X
1200 6th AVENUE, Suite 155
SEATTLE, WASHINGTON 98101**

<i>In the Matter of:</i>)	ORDER
)	SECTION 13(a)
Bonanza.com, Inc.,)	FEDERAL INSECTICIDE, FUNGICIDE
)	AND RODENTICIDE ACT
)	
Respondent)	Docket No. FIFRA-10-2020-0031
)	
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I. AUTHORITY

1. This Stop Sale, Use, or Removal Order (“Order”) is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency (“EPA”) by section 13(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (“FIFRA”), 7 U.S.C. § 136k(a), which authorizes the Administrator of the EPA to issue an order prohibiting the sale, use, or removal of any pesticide or device by any person who owns, controls, or has custody of such pesticide or device whenever there is reason to believe that, *inter alia*, the pesticide or device is in violation of any provision of FIFRA or the pesticide or device has been or is intended to be distributed or sold in violation of any provision of FIFRA.
2. This authority has been delegated from the EPA Administrator to the Director of the Enforcement and Compliance Assurance Division for EPA Region 10 through the Regional Administrator for EPA Region 10.
3. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.
4. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide which is adulterated or misbranded.
5. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines a “person” as “any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.”

6. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines a “pesticide,” in part, as “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.” *See also* 40 C.F.R. § 152.15.
7. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as “any insect, rodent, nematode, fungus, weed, or . . . any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other 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].”
8. The regulation at 40 C.F.R. § 152.15 states that “a substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if: (a) the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance can or should be used as a pesticide; . . . (b) the substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose (by itself or in combination with any other substances); . . . or (c) the person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.”
9. Section 2(p) of FIFRA, 7 U.S.C. § 136(p), defines “label” as “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.” This section also defines “labeling” as “all labels and all other written, printed, or graphic matter (A) accompanying the pesticide or device at any time; or (B) to which reference is made on the label or in literature accompanying the pesticide or device”
10. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines “to distribute or sell” as “to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.”
11. The regulation at 40 C.F.R. § 152.3 further defines “distribute or sell” as “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.”
12. The regulation at 40 C.F.R. § 168.22(a) states: “FIFRA sections 12(a)(1) (A) and (B) make it unlawful for any person to ‘offer for sale’ any pesticide if it is unregistered, or if claims made for it as part of its distribution of sale differ substantially from any claim made for it as part of the statement required in connection with its registration under FIFRA section 3. EPA interprets these provisions as extending to advertisements in any advertising medium to which pesticide users or the general public have access.”

13. The regulation at 40 C.F.R. § 168.22(b)(4) states: “EPA regards it as unlawful for any person who distributes, sells, offers for sale, holds for sale, ships, delivers for shipment, or receives and (having so received) delivers or offers to deliver any pesticide, to place or sponsor advertisements which recommend or suggest the purchase or use of . . . [a]ny unregistered pesticide for any use unless the advertisement is one permitted by 40 C.F.R. § 168.22(b)(2) or (3).”
14. Under Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), “A pesticide is misbranded if its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular.”
15. In accordance with 40 C.F.R. § 156.10(a)(5), the following statements or representations in pesticide labeling constitute misbranding:
 - (a) A false or misleading statement concerning the composition of the product;
 - (b) A false or misleading statement concerning the effectiveness of the product as a pesticide or device;
 - (c) A true statement used in such a way as to give a false or misleading impression to the purchaser;
 - (d) A false or misleading comparison with other pesticides or devices;
 - (e) Claims as to the safety of the pesticide or its ingredients, including statements such as “safe,” “nonpoisonous,” “noninjurious,” “harmless,” or “nontoxic to humans and pets” with or without such a qualifying phrase as “when used as directed;” and
 - (f) Non-numerical and/or comparative statements on the safety of the product, including but not limited to: “Contains all natural ingredients;” “Among the least toxic chemicals known;” or “Pollution approved.”

II. BACKGROUND

16. Bonanza.com, Inc. (“Bonanza”) is a corporation located and incorporated in the State of Washington with its principle place of business located in the State of Washington. Therefore, Bonanza is a “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
17. This Order refers to Bonanza and all its divisions, offices, and branches collectively as “Bonanza.”
18. Bonanza owns and operates Bonanza.com. Bonanza.com is an online marketplace through which Bonanza enables third-party sellers to advertise and sell products to customers. Bonanza charges third-party sellers a commission fee for each product sale completed through Bonanza.com.
19. Bonanza automatically establishes a “Booth” for each third-party seller that creates an account with Bonanza.

20. Booths are hosted on Bonanza.com in Bonanza's marketplace.
21. Bonanza charges differing rates of commission fees per item sold depending on the level of service Bonanza provides.
22. Bonanza also offers third-party sellers the option of setting up a "Webstore" for a monthly subscription fee of \$25.00. A Webstore is a separate website, hosted and supported by Bonanza.
23. Third-party sellers must have a Booth on Bonanza.com before Bonanza permits them to set up a Webstore.
24. To set up a Webstore, third-party sellers select among a variety of Bonanza-created themes, layouts, and page designs. Bonanza's Webstore Broadcaster automatically advertises Webstores on Google Shopping, and Bonanza provides each Webstore with a cart and SSL certificate in order to ensure sales are secure.
25. All third-party sellers and registered buyers on Bonanza.com must agree to Bonanza's User Agreement before they are able to sell or purchase products in the marketplace. The User Agreement sets forth Bonanza's conditions and restrictions on what products may be listed on Bonanza.com, how the products are described, how the products are advertised, and how transactions are processed. The User Agreement also provides Bonanza the authority to remove listed products and suspend or terminate a third-party seller's membership.
26. Section III of Bonanza's User Agreement – *Purchasing/Buyer Obligations and Guidelines* states:
 - (a) "A buyer is obligated to complete the transaction of a purchase of an item on Bonanza in any shop within three (3) days. A buyer is obligated to immediately pay in full if using PayPal or Amazon Pay by clicking the payment button during checkout."
 - (b) "A seller must abide by all of Bonanza's policies and the seller's own individual shop policies and sell the item as described."
27. Section IV of Bonanza's User Agreement – *Listing/Selling Obligations and Guidelines*, *Listing Description* contains the following requirements for third-party sellers:
 - (a) "Listing Description: You must be legally able to sell the item(s) you list for sale on the Site. You must describe your item and all terms of sale on the listing page of the Site. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All listed items must be listed in an appropriate category. Each listing must accurately and completely describe the item/items for sale in that listing. If the 'in stock' quantity is more than one, all items in that listing must be identical. Each unique item must have its own listing. Listings may not contain outbound links that direct users off of Bonanza."

(b) “Binding Sale: All sales are binding. If you, as a seller, receive a purchase request (order) you are obligated to complete the transaction with the buyer in a prompt manner, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of your listing (such as payment method), or (b) you cannot authenticate the buyer's identity.”

28. Section V of Bonanza’s User Agreement – *Usage Guidelines: Access and Interference* states in part: “Much of the information on Bonanza is updated on a real time basis and is proprietary or is licensed to Bonanza by Bonanza’s users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access Bonanza for any purpose without our prior express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content from the Site without the prior expressed written permission of Bonanza and the appropriate third party, as applicable”
29. Section V of Bonanza’s User Agreement – *Usage Guidelines: Feedback Integrity; Feedback Export* states: “You may not take any actions that may undermine the integrity of the feedback system. Bonanza may, without prior notice, limit the number of purchases and listings, which you may place on Bonanza based upon the level of your feedback. If you earn a low percentage feedback rating, your account will automatically be flagged for staff review, at which time your membership may be fully or partially suspended, and you may be unable to list or buy. You acknowledge that your feedback consists of comments left by other users and a composite feedback number compiled by Bonanza. Further, you acknowledge that the composite number, without the feedback comments, does not convey your full user reputation. Because feedback ratings are not designed for any purpose other than for facilitating transactions between Bonanza users, you agree that you shall not market or export your Bonanza feedback rating in any venue other than a Bonanza operated website.”
30. Section VIII of Bonanza’s User Agreement – *Miscellaneous Terms and Conditions, Breach* states: “Without limiting other remedies available, Bonanza may, without prior notice, limit your activity, immediately remove your item listings, warn Bonanza’s community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership (without refunding any fees) and refuse to provide our services to you if:
- (a) you breach this Agreement or other policy documents and community guidelines this Terms of Use incorporates by reference;
 - (b) Bonanza is unable to verify or authenticate any of Your Information; or
 - (c) Bonanza believes that your actions may cause financial loss or legal liability for you, Bonanza's users or Bonanza.”

31. Prior to listing a product on Bonanza.com, Bonanza requires third-party sellers to supply information about the product using an online form supplied by Bonanza. The online form requires third-party sellers to categorize the product using a series of pre-populated drop-down menus. For products categorized as pesticides, the form includes a field for “pest type” from which third-party sellers select from a menu of pest names supplied by Bonanza, such as “ant,” “bed bug,” and “cockroach.”
32. Bonanza provides third-party sellers with tools to manage their Booths. Bonanza does not charge third-party sellers an extra fee to use these tools. The tools include:
 - (a) Batch editor, which allows the third-party sellers to edit multiple items at one time;
 - (b) Inventory sync, which automatically copies third-party sellers’ active listings from eBay, Amazon, and Shopify. Bonanza also offers a CSV Importer to upload third-party sellers’ listings from Etsy;
 - (c) Stats dashboard, which provides third-party sellers statistics and data analytics related to product sales over time. Third-party sellers that participate in Bonanza advertising platforms or memberships have access to more data analytics; and
 - (d) Estimate price point, which assists sellers in selecting a price based on the prices offered by competitors.
33. Bonanza offers third-party sellers several services to facilitate the sale and shipment of products listed on Bonanza.com. The services include:
 - (a) Purchase and print shipping labels within Bonanza.com, which automatically marks the product as shipped (Bonanza collects a small fee per shipping label if the third-party seller does not participate in the Bonanza Shipping Fund and a Bonanza membership);
 - (b) Background burner, which allows Bonanza to process third-party seller images, removing the background of product photographs and turning it white (Bonanza offers both free and paid subscription versions of this service); and
 - (c) Collection of sales taxes for each sale.
34. Bonanza affiliates with PayPal, Amazon Pay, and Stripe to collect payment for products sold through Bonanza.com. All third-party sellers must have PayPal payments enabled to process payments. The third-party seller is required to authorize Bonanza to:
 - (a) “Use PayPal to process customers’ payments;
 - (b) Initiate steps to authorize and capture my customers’ payments;
 - (c) Automatically deduct their fee from each PayPal transaction prior to the remaining balance settling to your PayPal account. The amount of this fee, is subject to your agreement with Bonanza.com Inc.;
 - (d) Share my PayPal dispute data with Bonanza.com, Inc., which I manage in the PayPal Resolution Center;

- (e) Access my email and location information for purposes of linking with my PayPal account for integration;
 - (f) Initiate a refund for a specific transaction;
 - (g) Hold and release funds on my behalf in accordance with Bonanza.com, Inc.'s policy; and
 - (h) Search through and access corresponding transaction data.”
35. Bonanza provides third-party sellers with five commission fee rates (called “Final Value Fees” or FVF”) from which the third-party sellers must choose:
- (a) Economy (3.5% max rate)
 - (b) Basic (3.5% max rate)
 - (c) Standard (13% max rate)
 - (d) Superior (19% max rate)
 - (e) Elite (30% max rate)
36. For each of the FVF categories listed above, Bonanza advertises products on Bonanza.com and/or other websites on behalf of the third-party sellers. According to Bonanza.com, Bonanza offers the following services for each of the FVF categories:
- (a) Economy: “This tier includes organic traffic - buyers who found your item by searching on Bonanza or Google Organic search.”
 - (b) Basic: “This tier unlocks Google Shopping, Bonanza Promotions, and Bonanza’s Affiliate Program. We’ll go into more depth about Google Shopping later in this article. With Bonanza Promotions, we will offer a discount for your items by using the final value fee you pay to cover the cost. We don’t earn money, but you gain shoppers. Our Affiliate Program is a network of third-party bloggers who advertise items from Bonanza on their personal sites.”
 - (c) Standard: “This tier unlocks eBay advertising, which publishes your items on eBay, and allows your Bonanza item to be competitive with the eBay version of the same item. If your item sells on eBay, you pay 1.5% to Bonanza and are also responsible for paying eBay’s FVF. If someone buys your item on Bonanza after clicking it on eBay, that’s when you would pay up to 13%.”
 - (d) Superior: “This tier unlocks and [sic] Bing Ads. Bing Ads is similar to Google Shopping.”
 - (e) Elite: “This tier has the same features as the Superior rate, but the higher commission rate allows us to bid on your items more aggressively, increasing your item exposure and hopefully driving more sales.”
37. “Real-time bidding” or “bidding” is the process whereby ad slots on webpages are auctioned to advertisers. Advertisers bid on the ad slots and the highest bidder wins the ad slot and is permitted to display the advertiser’s ad. Advertisers incorporate budgets, ad information, target audiences, performance goals, and other information into an automated bidding strategy in order to generate the most revenue.
38. Bonanza’s User Guide states, “You can choose what percentage you’d like to opt into and our computers will go to work making bids on your behalf to get your item in front of every possible buyer.” Bonanza.com also states that Bonanza uses its “broadcaster technology,” in

which Bonanza, “publishes your items on shopping sites across the internet to get maximum traffic to your booth. It’s the main reason our sellers reach more shoppers than most any other selling platform. You tell us how much you can afford when your item sells, and our computers go to work making bids on your behalf to get your item in front of every possible buyer.”

39. The purpose of Bonanza’s advertisements as described in this section is to induce the sale of products listed on Bonanza.com.

III. BASIS FOR THE ORDER

40. Since February 13, 2018, EPA has been collecting and reviewing a substantial amount of information concerning products being distributed or sold on Bonanza.com in violation of FIFRA; has conducted several inspections of offers for sale of pesticides on Bonanza.com; and has obtained samples of several of the products that are subject to this Order. EPA’s review of the information gathered formed the basis of the factual allegations set forth herein and EPA’s reason to believe Bonanza has distributed or sold and intends to continue distributing or selling unregistered and misbranded pesticides in violation of FIFRA.
41. On multiple occasions between at least February 13, 2018 and December 6, 2019, (or the dates specified in Attachment A) products identified in Attachment A to this Order were advertised and offered for sale on Bonanza.com. Bonanza’s actions discussed in section II, above, constitute distributions or sales of the products listed on Bonanza.com as the term “distribute or sell” is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg) and 40 C.F.R. § 152.3, and interpreted in 40 C.F.R. § 168.22.
42. Therefore, on multiple occasions between at least February 13, 2018 and December 6, 2019, (or the dates specified in Attachment A) Bonanza distributed or sold the products listed in Attachment A.
43. The products listed in Attachment A are pesticides as that term is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and must be registered under Section 3 of FIFRA. 40 C.F.R. § 152.15. Attachment A lists the labeling statements for each product that indicate that the products are intended for preventing, destroying, repelling, or mitigating any pest.
44. At no time relevant to this Order were the products listed in Attachment A registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.
45. Many of the products listed in Attachment A are misbranded under Section 2(q) of FIFRA. Each misbranded product contains one or more false or misleading statements, which are listed in Attachment A. See Section 2(q)(1)(A) of FIFRA, 7 U.S.C. §§ 136(q)(1)(A).
46. Therefore, EPA has reason to believe that on multiple occasions between at least February 13, 2018 and December 6, 2019, (or the dates specified in Attachment A) Bonanza

distributed and sold the unregistered and misbranded pesticides listed in Attachment A in violation of Sections 12(a)(1)(A) and 12(a)(1)(E) of FIFRA, 7 U.S.C. §§ 136j(a)(1)(A) and (E).

47. EPA also has reason to believe that Bonanza intends to further distribute or sell, as the term “distribute or sell” is defined at Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), and 40 C.F.R. § 152.3, the unregistered and misbranded pesticides listed in Attachment A.

IV. ORDER

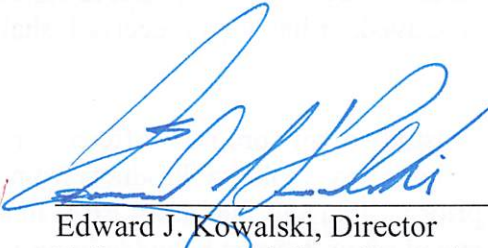
48. Pursuant to the authority of section 13(a) of FIFRA, 7 U.S.C. § 136k(a), EPA hereby orders Bonanza to **immediately cease** the sale, use, or removal of the unregistered and misbranded products listed in Attachment A (collectively “Violative Products”) under its ownership, control, or custody, wherever such products are located, except in accordance with the provisions of this Order.
49. This Order extends to all quantities of the Violative Products intended for sale or distribution.
50. The Violative Products shall not be used, sold, offered for sale, held for sale, shipped, delivered for shipment, received, or having so received, shall not be delivered, or offered for delivery.
51. If Bonanza has or takes custody of any products offered for sale or sold on Bonanza.com, Bonanza may move or remove any Violative Products from any facility or establishment, ONLY after obtaining prior written approval from EPA, in accordance with the following:
- (a) Movement or removal requests must be made in writing addressed to Chad Schulze, Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, 1200 Sixth Avenue, Suite 155, Mail Stop 20-C04, Seattle, Washington 98101, or at Schulze.chad@epa.gov;
 - (b) Any request for movement or removal must include a written accounting of the products to be moved, the address of the facility from which the products will be moved from, the address of the destination facility, and a description of the reasons for the movement or removal;
 - (c) If the movement or removal is for the purposes of disposal, Bonanza must provide written proof of disposal to EPA and the disposal must comply with all applicable federal, state, and local laws;
 - (d) Any movement or removal of any Violative Products made without prior written authorization from EPA in accordance with this Paragraph constitutes a violation of this Order and distribution and sale of illegal pesticides in violation of FIFRA.
52. Bonanza may seek federal judicial review of this Order pursuant to Section 16 of FIFRA, 7 U.S.C. § 136n. The issuance of this Order shall not constitute a waiver by EPA of its remedies, either judicial or administrative, under FIFRA or any other federal environmental law to address this matter or any other matters or unlawful acts not specified in this Order.

53. This Order shall be effective immediately upon receipt by Bonanza or any agents of Bonanza.
54. This Order shall remain in effect unless and until revoked, terminated, suspended, or modified in writing by EPA.
55. If any provision or provisions of this Order is/are subsequently held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and they shall remain in full force and effect.
56. EPA may amend this Order and Attachment A at any time to include additional pesticides that EPA has a reason to believe Bonanza is distributing or selling, or intends to distribute or sell, in violation of FIFRA.

V. OTHER MATTERS

57. For any additional information about this Order, please contact Chad Schulze, Pesticide Enforcement Coordinator, at 206-553-0505. For any legal matters concerning this Order, including questions from legal counsel, please contact Brett Dugan, Assistant Regional Counsel, at 206-553-8562.

12/14/2019
Date



Edward J. Kowalski, Director
Enforcement and Compliance Assurance Division

IN THE MATTER OF: BONANZA.COM, INC
 Stop Sale, Use, or Removal Order
 Docket No. FIFRA-10-2020-0031
 Attachment A

	Product Name on Bonanza.com Booth Listing	Third-Party Seller Name/Booth	Bonanza.com Item Number	Pesticidal Claims on Product Labeling*	False and Misleading Claims on Product Labeling*
1)	Cockroach Killing Bait Box Anti Pest Control Roach Magic	GismasShipping	674340186	a) Miraculous Insecticide Chalk; b) Kills Cockroaches and Ants Effectively; and c) This product is suitable for use at night. Cockroaches and other pests in the habitat and activities on the channel, medication pen scrawling evenly spaced about 2-3 cm of the pen road to be in contact cockroach powder by the pen channel can poisoning.	a) Harmless to Human Being and Animal, Safe to Use; and b) This product has no pollution, no second poisoning, drug pen hand contact, rinse with water, please rest assured that use; and is safe for elder and children or pet.
2)	30pcs Miraculous Insecticide Chalk Cockroach Roaches Bug Pest Killer Magic Pen	ShoppingChum	377652480	a) Miraculous Insecticide Chalk; b) Kills Cockroaches and Ants Effectively; c) This miraculous insecticide chalk is highly effective, low poisonous, low Toxic; d) It is a kind of contact insecticide. After touching the powder with any part of its body, the insect's nervous system will fail to function and it will die within few hours;	a) Harmless to Human Being and Animal, Safe to Use; b) This product has no pollution, no second poisoning, drug pen hand contact, rinse with water, please rest assured that use; c) This product is safe for adult or children and pet ...; and d) This miraculous insecticide chalk is highly effective, low poisonous, low Toxic.

IN THE MATTER OF: BONANZA.COM, INC
 Stop Sale, Use, or Removal Order
 Docket No. FIFRA-10-2020-0031
 Attachment A

	Product Name on Bonanza.com Booth Listing	Third-Party Seller Name/Booth	Bonanza.com Item Number	Pesticidal Claims on Product Labeling*	False and Misleading Claims on Product Labeling*
				e) Especially good for Pest Cockroach, Termite/Ants and Flea!!; and f) The insect will be killed when they touches the powder of the chalk.	
3)	50pcs Cockroach Killing Bait Cockroach Killer Roach Pest Control Insecticide	redmarine's booth	754272064	a) Cockroach Killing Bait Cockroach Killer Roach Pest Control Insecticide; b) Strong potency and lasting effect can kill cockroaches effectively; c) Ideal choice to protect your home from cockroaches; d) Green Palm Tree Powder Cockroach killing Bait; and e) Cockroach Killer.	a) These cockroach killing bait with low toxicity is nuisanceless and pollution-free; b) Have Green Palm Tree Enjoy a Clean World; c) Environment Safeguard; and d) These cockroach killing bait with low toxicity is nuisanceless and pollution-free.
4)	100 pcs Cockroach Killing Bait Pest Control Powder Powerful Kill Particle Specif	Hot_Choice's booth	769234685	a) Cockroach Killing Bait Pest Control Powder Powerful Kill Particle Specif; b) Green Leaf Powder killing Bait; c) It is a cockroach killer that can be used as a bait targeting cockroaches in or near their harborages;	a) Environment Safeguard; and b) Have Green Leaf Enjoy a Clean World.

IN THE MATTER OF: BONANZA.COM, INC
 Stop Sale, Use, or Removal Order
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 Attachment A

	Product Name on Bonanza.com Booth Listing	Third-Party Seller Name/Booth	Bonanza.com Item Number	Pesticidal Claims on Product Labeling*	False and Misleading Claims on Product Labeling*
				<ul style="list-style-type: none"> c) Apply 2-3 spots of Cockroach Bait / 3 square meters of treated surface; d) If cockroach is serious, you can add the amount accordingly; and e) Cockroach Killer. 	
5)	Green Leaf Powder Killer Bait Cockroach Repeller Pest Control Effective (50 Pack)	david_garly's booth	772875953	<ul style="list-style-type: none"> a) Green Leaf Powder Killer Bait Cockroach Repeller Pest Control Effective; b) GREEN LEAF COCKROACH KILLING BAIT; c) POWDER COCKROACH KILLER 50PCS KILLING BAIT; d) Place the bait where ants are frequently observed; e) Killing Target: Cockroach; f) Can effectively kill cockroach, keeping you away from those annoying insects; and g) Can remain killing insects efficacy for a long time under dry conditions. 	<ul style="list-style-type: none"> a) Environment Safeguard; and b) Have Green Leaf Enjoy a Clean World.
6)	GreenLeaf Cockroach Killing Bait Powder 100% Effective 50/100/200pcs	EasyLife	776463937	<ul style="list-style-type: none"> a) GreenLeaf Cockroach Killing Bait Powder 100% Effective; 	<ul style="list-style-type: none"> a) Environment Safeguard; b) Have Green Ode Enjoy a Clean World; and

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				b) Green Ode Powder Cockroach killing Bait; c) Edge Leaf Powder Cockroach killing Bait; d) The total Cockroaches will be killed by infecting in three days after eating the powder; e) The powder has special efficacy to kill the Blattella germanica; and f) Active Ingredient: 1.5% Fipronil.	a) Have Green Edge Enjoy a Clean World.
7)	10pcs Powerful Cockroach Killing Bait Roach Catcher Kitchen Household Pest Contr	QualityPong's booth	773318249	a) Powerful Cockroach Killing Bait Roach Catcher Kitchen Household Pest Contr; b) High-performing bait product targeting all pest species of cockroaches; c) Chain killing. The poisoning cockroach becomes new bait; d) A photograph of a cockroach running from the product; e) Cockroach Killing Bait; f) USE METHOD Divide the powder into 3 or 4 parts and locate them on the place where Cockroaches are found. The total Cockroaches will be killed by infecting in three	a) Safe, No-toxic, effective and lasting.

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				<p>days after eating the powder. The significant effect can last three months; and</p> <p>g) The powder has special efficacy to kill the <i>Blattella germanica</i>.</p>	
8)	6Pcs Cockroaches Killer Cockroach Repellent Smoke Mosquitoes Fly Ants Home Pests	mgamarket's booth	614632530	<p>a) Cockroaches Killer Cockroach Repellent Smoke Mosquitoes Fly Ants Home Pests;</p> <p>b) Smoke kill cockroach;</p> <p>c) Cockroaches Killer Cockroach Repellent Smoke Omnidirectional No Dead Ends Kill Mosquitoes Fly Ants Home Pest Controller;</p> <p>d) The smoke can penetrate into every corner, killing more thoroughly; and</p> <p>e) Photographs of cockroaches, mosquitos and flies on the product label.</p>	a) This product will produce a lot of smoke when the discharge, and people need to be present so as not to be mistaken for fire.
9)	Maxforce FC Select Roach Killer Gel Bait 20g/230g + Feeding 30ea Free Ship Track	ippsaegallery's booth	756118049	<p>a) Maxforce FC Select Roach Killer Gel Bait;</p> <p>b) Maxforce FC Select Roach Killer Bait Gel has been proven to attract and kill both normal and bait-averse German cockroaches in</p>	N/A

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				<p>problem sites around the country;</p> <p>c) Ideal for maintenance cockroach baiting;</p> <p>d) Kills finicky and normal roaches; and</p> <p>e) Fast control of even large roaches.</p>	
10)	Mole Poison Veleno Talpa. Killer Taupe - Pest Control. 2 pcs x 120 g - 240 g.	Vixen.xyz	695416288	<p>a) Mole Poison Veleno Talpa. Killer Taupe - Pest Control;</p> <p>b) Antikrot - this is an effective chemical means of protection against moles;</p> <p>c) Ingredients for combating moles: bromadiolone 0.005%; bitrex; dye; food base;</p> <p>d) When the bait hits for one or two days, the animal receives a lethal dose of bromadiolone, which causes inhibition of prothrombin synthesis in the liver, a decrease in blood clotting, development of porosity of the peripheral blood vessels and hemorrhagic diathesis leading to death; and</p> <p>e) Death occurs within 4-14 days.</p>	a) The bait should be used and stored in places, for children, animals and birds, separately from food, feed and water.

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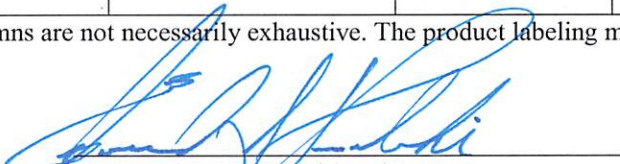
	Product Name on Bonanza.com Booth Listing	Third-Party Seller Name/Booth	Bonanza.com Item Number	Pesticidal Claims on Product Labeling*	False and Misleading Claims on Product Labeling*
11)	NoNest™ Cockroach Eliminator Gel	koalaBear's booth	720591488	<ul style="list-style-type: none"> a) NoNest™ Cockroach Eliminator Gel; b) Cockroaches after eating through vomit, feces or mutual contact with infection, cockroach species will have different effect time; c) 3-10 days to achieve the effect of serial killing, most cockroaches will die in the nest; d) 1x Roach Control Gel; and e) A drawing with a bolt of lightning hitting a cockroach. 	a) Safe and low toxicity, suitable for families.
12)	Cockroach Pest Control Gel 35G Cockroach and Domestic Insects Killer Agromaxi	Vixen.xyz	680460137	<ul style="list-style-type: none"> a) Cockroach Pest Control Gel 35G Cockroach and Domestic Insects Killer Agromaxi; b) Ultra magic syringe gel 35 g - designed for the extermination of cockroaches and other household pests, such as bedbugs, fleas, tweezers, centipedes and red domestic ants; c) Apply the gel droplets at a distance of 20-50 cm from each other in the places of residence and movement of cockroaches and ants; 	N/A

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				d) A drawing of targeting crosshairs or a reticle and a cockroach; e) Control Method: Kill; and f) For: cockroaches and domestic insects.	

* The claims presented in these columns are not necessarily exhaustive. The product labeling may contain additional pesticidal claims and/or false and misleading claims.

12/19/2019
Date


Edward J. Kowalski, Director
Enforcement and Compliance Assurance Division