

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of:

Superior-Angran LLC and Superior-Angran
Caribbean Inc.

Respondents

In a proceeding under Section 113(d)
of the Clean Air Act, 42 U.S.C. § 7413(d)

**CONSENT AGREEMENT
AND
FINAL ORDER**

Docket No. CAA-02-2016-1204

REGIONAL HEARING
CLERK
2016 AUG 12 AM 11:22

U.S. Environmental
Protection Agency-Reg 2

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty is initiated pursuant to Section 113(d) of the Clean Air Act (“CAA”), 42 U.S.C. Section 7413(d), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Suspension of Permits (“Consolidated Rules of Practice” or “CROP”), 40 C.F.R. Part 22.

Complainant in this proceeding is the Director of the Division of Enforcement and Compliance Assistance (“DECA”), United States Environmental Protection Agency, Region 2 (“EPA”). Pursuant to Section 22.13(b) of the CROP, where the parties agree to settlement of one or more causes of action before the filing of an Administrative Complaint, a proceeding may be simultaneously commenced and concluded by issuance of a Consent Agreement and Final Order (“CA/FO”) pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3). The parties agree that settling this

matter by entering into this CA/FO pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and 22.18(b)(3) of the CROP, is an appropriate means of resolving this matter without litigation. This Consent Agreement is signed by the Complainant and the Respondents, and the Final Order is issued by the Region 2 Regional Administrator.

Jurisdictional Allegations

1. Section 113(d) of the CAA authorizes the EPA Administrator to issue an order assessing civil administrative penalties against any person that has violated or is violating any requirement or prohibition of subchapters I, III, IV-A, V or VI of the CAA, or any requirement or prohibition of any rule, order, waiver, permit or plan promulgated pursuant to any of those subchapters.

2. Section 302(e) of the CAA provides that whenever the term “person” is used in the Act, the term includes an individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency, department, or instrumentality of the United States and any officer, agent, or employee thereof.

3. Pursuant to EPA Delegation of Authority 7-6-A and EPA Region 2 Delegation of Authority 7-6-A, the Administrator has delegated to the Complainant, the Director of the Division of Enforcement and Compliance Assistance, through the Region 2 Regional Administrator, the authority to (a) make findings of violations, (b) issue CAA § 113(d) administrative penalty complaints, and (c) agree to settlements and sign consent agreements memorializing those settlements, for CAA violations that occur in the State of New York, the State of New Jersey, the Commonwealth of Puerto Rico, and the Territory of the U.S. Virgin Islands.

4. Pursuant to EPA Delegation of Authority 7-6-C, the Administrator has delegated to the Region 2 Regional Administrator the authority to execute CAA Section 113(d) Final Orders.

5. Pursuant to Section 113(d), the Administrator and the Attorney General, through their respective delegates, have jointly determined that this matter is appropriate for an administrative penalty proceeding. Specifically, on February 11, 2016, the United States Department of Justice (DOJ) granted EPA's request for a waiver of the CAA Section 113(d) 12-month time limitation on EPA's authority to initiate an administrative penalty action in this matter.

Clean Air Act (CAA)
Statutory and Regulatory Background

6. Section 602(a) of the Clean Air Act (CAA), 42 U.S.C. Section 7671a(a), directs the Administrator of EPA to publish a list of class 1 substances, and to add to that list any other substance that the Administrator finds cause or contributes significantly to harmful effects on the stratospheric ozone layer.

7. Section 603 of the CAA, 42 U.S.C. Section 7671b, sets forth monitoring and reporting requirements for producers, importers or exporters of class 1 controlled substances, and authorizes the EPA Administrator to amend the monitoring and reporting regulations of class 1 and class 2 substances.

8. Pursuant to the authority in Section 603 of the CAA, 42 U.S.C. Section 7671b, the Administrator of EPA promulgated regulations governing stratospheric ozone depleting substances, which are set forth at 40 C.F.R. part 82.

9. Appendix A to 40 C.F.R. part 82, Subpart A, lists methyl bromide (CH₃Br) as a class I, Group VI controlled substance and ozone-depleting chemical.

10. Section 604 of the CAA, 42 U.S.C. Section 7671c, provides for the phase-out of production and consumption of class 1 substances, with one exception, set forth at (d)(5), 42 U.S.C. Section 7671c(d)(5), that the EPA Administrator shall exempt from the phase-out the production, importation, and consumption of methyl bromide to fumigate commodities entering or leaving the United States or any State for purposes of compliance with Animal and Plant Health Inspection Service (U.S. Department of Agriculture) requirements or other international, Federal, State or local food protection standards.

11. Pursuant to 40 C.F.R. § 82.3, “quarantine applications” are , with respect to class I, Group VI controlled substances, treatments to prevent the introduction, establishment and/or spread of quarantine pests (including diseases), or to ensure their official control, where: (1) official control is that performed by, or authorized by, a national (including state, tribal or local) plant, animal or environmental protection or health authority; (2) quarantine pests are pests of potential importance to the areas endangered thereby and not yet present there, or present but not widely distributed and being officially controlled.

12. Pursuant to 40 C.F.R. § 82.3, “preshipment applications” are, with respect to class I, Group VI controlled substances, non-quarantine applications applied within 21 days prior to export to meet the official requirements of the importing country or existing official requirements of the exporting country.

13. Pursuant to 40 C.F.R. § 82.3, “distributor of methyl bromide” means the person directly selling a class I, Group VI controlled substance to an applicator.

14. Pursuant to 40 C.F.R. Section 82.3, “exporter” means the person who contracts to sell [methyl bromide] or transfers controlled substances to his affiliate in another country.

15. Pursuant to 40 C.F.R. § 82.13(y), every distributor of methyl bromide who purchases or receives a quantity produced or imported solely for quarantine or preshipment

applications must comply with reporting and recordkeeping requirements set forth at (y)(1) through (y)(4).

16. Pursuant to 40 C.F.R. § 82.13(h)(2), the exporter of a class I, Group VI controlled substance must comply with the reporting requirement forth at (h)(2)((i)-(viii).

EPA's Findings of Fact and Conclusions of Law

17. Respondents are Superior-Angran, LLC ("Superior Angran") and Superior-Angran Caribbean, Inc. ("Superior Caribbean") (hereinafter, collectively referred to as "Respondents" or "the Superior Companies").

18. Respondents are Puerto Rico entities. Prior to May 7, 2015, Respondent Superior-Angran was registered with the Puerto Rico Department of State as a "for-profit" corporation known as Superior-Angran Inc. As of May 7, 2015, Respondent Superior Angran is registered as a "for-profit" limited liability company.

19. Respondents are and have been engaged in the sale and distribution of pesticides and agricultural products from a facility located at Carretera 19, Km., 0.3, Bo Monacillo, Guaynabo, Puerto Rico 00971 ("Facility").

20. Among the pesticides Respondents sell and distribute are methyl bromide-containing pesticides ("MBPs") including Methyl Bromide 100 Commodity Fumigant, EPA Reg. No. 8536-15-87994 ("MB100") and Methyl Bromide Quarantine Fumigant, EPA Reg. No. 8536-29-87994, ("MBQ").

21. The MBPs Respondents sell and distribute are class 1, Group VI controlled substances subject to the provisions of the CAA, and its implementing regulations at 40 C.F.R. Part 82, and restricted use pesticides subject to the provisions of the Federal Insecticide, Fungicide & Rodenticide Act ("FIFRA").

22. Each Respondent has been and continues to be a “person” as that term is defined by Section 302(e) of the CAA, 42 U.S.C. Section 7602(e), and by 40 C.F.R. § 82.3.

23. Each Respondent has been, and continues to be a “person” as defined by FIFRA § 2(s), 7 U.S.C. Section 136(s), and is subject to FIFRA and the regulations promulgated thereunder.

24. Respondents Superior Angran and Superior Caribbean have been distributors of methyl bromide and Respondent Superior Angran continues to be a distributor of methyl bromide as that term is defined by 40 C.F.R. §82.3.

25. At times relevant, Respondent Superior Caribbean has been an exporter of methyl bromide as that term is defined by 40 C.F.R. § 82.3.

26. Respondents have been and continue to be subject to the reporting and recordkeeping requirements of 40 C.F.R. Part 82.

27. On March 25, 2015, March 26, 2015, March 31, 2015, April 16, 2015 and October 19, 2015, duly-authorized inspectors from the Puerto Rico Department of Agriculture (PRDA) and EPA Region 2 conducted inspections at Respondents’ Facility (hereinafter, “the Superior Inspections”).

28. At the March 26, 2015 inspection, Respondents provided an inventory of methyl bromide on hand as follows:

Product	Unit	EPA Reg. No.	Quantity	Total Pounds
Methyl Bromide Quarantine Fumigant	50 pounds	8536-29-87994	8	400 pounds
Methyl Bromide Quarantine Fumigant	100 pounds	8536-29-87994	20	2,000 pounds
Methyl Bromide 100	50 pounds	8536-15-87994	10	500 pounds

29. During the March 31, 2015 inspection, the inspectors collected copies of Respondents' purchase and sales records of MBPs as well as labels of the MBPs being held for further distribution by Respondents.

30. During the March 31, 2015 inspection, EPA's Inspector informed Respondents' representatives about the regulations set forth at 40 C.F.R. § 82.13.

31. On May 26, 2015, the Director of the Division of Enforcement and Compliance Assistance of EPA Region 2 sent Respondent Superior Angran an information request letter seeking records responsive to questions about Respondents' purchase, import, export, receipt, sale, distribution, storage, disposal, handling, transportation and application of MBPs since January 2013 (the "IRL").

32. On or about June 30, 2015, Respondents submitted a response to EPA's IRL and provided records of Respondents' purchase, import, export, receipt, sale, distribution, storage, disposal, handling, and transportation of MBPs since January 2013 ("the IRL Response").

33. In the IRL Response, Respondents also informed EPA of several corrective measures Respondent Superior Angran had begun implementing, after the Superior Inspections,

to ensure compliance with FIFRA, the CAA, and Puerto Rico requirements regarding the use, purchase, sale and distribution of MBPs.

34. Pursuant to 40 C.F.R. § 82.13(y)(1), every distributor of methyl bromide that was produced or imported solely for quarantine and preshipment (“QPS”) applications must certify to the producer that quantities received will be used only for quarantine and preshipment applications.

35. Upon review of the information collected at the Superior Inspections and subsequently submitted by Respondents, EPA determined that between April 8, 2013 and April 14, 2015, Respondent Superior Angran purchased and received MBQ and MB100 from Triest Ag Group, Inc.

36. Upon review of the information collected at the Superior Inspections and subsequently submitted by Respondents, EPA determined that between April 8, 2013 and April 14, 2015, Respondent Superior Angran failed to certify to Triest Ag Group, Inc. that the methyl bromide it purchased would be used only for quarantine and preshipment applications.

37. Respondent Superior Angran did not comply with the requirements set forth in 40 C.F.R. Section 82.13(y)(1).

38. Pursuant to 40 C.F.R. § 82.13(y)(2), every distributor of a quantity of methyl bromide that was produced or imported solely for QPS application must receive from an applicator a certification, prior to delivery, stating that the quantity of methyl bromide purchased will be used solely for QPS applications.

39. Between January 2, 2013 and June 15, 2015, Respondent Superior Angran, on one hundred and six (106) separate occasions, sold MBQ and MB 100 to applicators in Puerto Rico and the U.S. Virgin Islands.

40. Respondent Superior Angran failed to collect the required certifications for any of the sales described in paragraph 39, above.

41. Respondent Superior Angran did not comply with the requirement set forth in 40 C.F.R. § 82.13(y)(2).

42. Pursuant to 40 C.F.R. § 82.13(y)(4), every distributor of QPS methyl bromide who receives a certification from an applicator that the quantity ordered and delivered will be used solely for QPS applications must report to the Administrator within 45 days after the end of each quarter, the total quantity of QPS methyl bromide delivered.

43. Upon review of EPA's records, EPA further determined that between January 2, 2013 and April 14, 2015, Respondent Superior Angran failed to report to EPA within 45 days after the end of each quarter the amount of QPS methyl bromide it delivered to applicators.

44. Respondent Superior Angran did not comply with the requirement set forth in 40 C.F.R. §82.13(y)(4).

45. On April 14, 2015, Respondent Superior Angran submitted all reports of domestic sales of methyl bromide to EPA. Additionally, on June 12, 2015, Respondent Superior Angran Caribbean submitted all reports of export sales of methyl bromide to EPA. The last export sale occurred on August 20, 2014.

46. Respondent Superior Angran is liable for three (3) violations of Section 603 of the CAA, 42 U.S.C. § 7671b, for its noncompliance with 40 C.F.R. §§ 82.13(y)(1), (2) and (4).

47. Pursuant to 40 C.F.R. § 82.13(h)(2), exporters of methyl bromide must submit to EPA within 45 days after the end of each quarter the information requested in subparagraphs (i)-(viii).

48. Respondent Superior Caribbean contracted to sell controlled substances for export to an entity outside the United States.

49. Upon review of the information collected at the Superior Inspections and subsequently submitted by Respondents, EPA determined that between January 22, 2013 and August 20, 2014, Respondent Superior Caribbean on six (6) separate occasions, exported MB 100 and MBQ to Tortola, British Virgin Islands.

50. Upon review of EPA's records, EPA further determined that Respondent Superior Caribbean failed to submit to EPA within 45 days after the end of each quarter the information required by 40 C.F.R. § 82.13(h)(2)(i)-(viii) for the sales described in Paragraph 49, above.

51. Respondent Superior Caribbean did not comply with the requirements for exporters of methyl bromide set forth in 40 C.F.R. § 82.13(h)(2).

52. Respondent Superior Caribbean is liable for one violation of Section 603 of the CAA, 42 U.S.C. Section 7671b, for its noncompliance with 40 C.F.R. § 82.13(h)(2).

53. Each of Respondents' failures to comply with recordkeeping and reporting requirements under the CAA constitutes a separate violation of 40 C.F.R. §§ 82.13(y)(1),(2) and (4) and 40 C.F.R. § 82.13(h)(2), for which a civil penalty may be assessed under Section 113(d)(1)(B) of the CAA.

54. As part of their normal course of business, Respondents periodically provide or sponsor training for their clients in the pest control industry. On December 7 and 8, 2015, Respondents hosted a two-day training entitled "Structural Fumigation Safety and Compliance Workshop" at their company headquarters in Guaynabo, Puerto Rico. The training reviewed compliance with MBP labels.

55. On March 1, 2016, the parties met to discuss settlement of the CAA violations described above. Further discussions by telephone and communications ensued during the spring and summer of 2016.

CONSENT AGREEMENT

1. Based upon the foregoing and pursuant to the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 C.F.R. § 22.18, it is hereby agreed that:

2. Respondents shall hereinafter maintain compliance with the statutory provisions of the CAA and its implementing regulations at 40 C.F.R. § 82.13(y) and 40 C.F.R. § 82.13(h)(2).

3. Respondents shall hereinafter maintain compliance with the statutory provisions of FIFRA, as amended, 7 U.S.C. § 136 et seq., and its implementing regulations.

4. Respondents certify that, as of the date of execution of this CA/FO by Respondents, they are in compliance with the statutory provisions of Title VI of the CAA, 42 U.S.C. Sections 7671-9671q, and their implementing regulations with regard to the reporting and recordkeeping requirements for the purchase, sale and distribution of methyl bromide.

5. Respondent Superior Caribbean certifies that, as of the date of the execution of this CA/FO by Respondents, it is no longer exporting methyl bromide and the company does not presently intend to export methyl bromide.

6. Respondents certify that, as of the date of the execution of this CAFO by Respondents, they are in compliance with the statutory provisions of Section 12 of FIFRA, 7 U.S.C. Section 136j and its implementing regulations with regard to the sale, use, and distribution of restricted use pesticides containing methyl bromide.

7. To the extent not already performed, Respondents shall, within six months of the effective date of this Consent Agreement/Final Order, present a training program (hereinafter, the "Training") that covers and addresses the topics listed in the Outline attached as Exhibit A to

this CAFO. Respondents shall notify EPA in writing within 30 days of any delay or upon Respondents' knowledge of any anticipated delay in completing the Training, whichever is earlier. The notice shall describe in detail the anticipated delay, the precise cause of the delay, the measures taken by Respondents to prevent or minimize delay, the timetable by which Respondents reasonably expect those measures will be implemented and when the Training will be completed. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondents to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and may constitute a waiver of Respondents' right to request an extension of their obligation under the Consent Agreement. EPA shall grant Respondents' request for an extension of the date(s) of performance if Respondents have complied with the notice requirement set forth in this paragraph and demonstrated in writing good cause for such extension, including but not limited to, if applicable, failures arising from causes beyond the reasonable contemplation of the parties and beyond the reasonable control and without fault or negligence of the Respondents. If an extension of time is granted as provided in this paragraph, the Parties will cooperate to establish an agreed upon deadline for completion of the Training. Such extension request shall be approved in writing within a reasonable amount of time after EPA's receipt of Respondents' request.

8. For the purposes of this proceeding, Respondents admit the jurisdictional allegations set forth above and neither admit nor deny the EPA's Findings of Fact or Conclusions of Law set forth above.

9. Pursuant to Section 113(d) of the Act, Respondents shall pay a civil penalty of \$210,000. Respondents shall pay the entire \$210,000, either by corporate, cashiers' or certified check, or by Electronic Fund Transfer (EFT). Payment shall be received (if made by check) or

effected (if implemented by EFT) on or before 30 days from the date of the Regional Administrator's signature of the Final Order. Respondents shall be jointly and severally liable and responsible for the payment of all civil and stipulated penalties and interest provided for in this Consent Agreement.

10. If the payment is made by check, then the check shall be made payable to the "Treasurer, United States of America," and shall be mailed by one of the following two methods:

a. **STANDARD DELIVERY**

The check shall be mailed to:
U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

b. **SIGNED RECEIPT CONFIRMATION DELIVERY (Fedex, DHL, UPS, USPS, Certified, Registered, etc.)**

U.S. Environmental Protection Agency
Government Lockbox 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

The check shall be identified with a notation thereon listing the following: *In the Matter of Superior-Angran LLC and Superior Angran Caribbean Inc.*, and shall bear the Docket No. CAA-02-2016-1204.

If Respondents choose to make payment by electronic fund transfer (EFT), Respondents shall provide the following information to its remitter bank (Federal Reserve Bank of New York) when payment is made:

- a. Amount of payment
- b. SWIFT address: FRNUS33, 33 Liberty Street, New York, NY 10045
- c. Account Code for Federal Reserve Bank of New York receiving payment: 68010727
- d. Federal Reserve Bank of New York ABA routing number: 021030004

- e. Field Tag 4200 of the Fedwire message should read: "D 68010727 Environmental Protection Agency"
 - f. Name of Respondents: Superior- Angran LLC and Superior Angran Caribbean Inc.
 - g. Case Docket Number: CAA-02-2016-1204
11. Respondents shall send proof of the payment to:

John Gorman, Chief, Pesticide Toxic Substances Branch
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency – Region 2
2890 Woodbridge Avenue, Building 10
Edison, New Jersey 08837

Bruce Aber, Esq.
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, NY 10007-1866

Office of Regional Hearing Clerk
U.S. Environmental Protection Agency – Region 2
290 Broadway – 16th Floor
New York, New York 10007-1866

12. Failure to pay the full amount of the penalty, according to the above provisions, will result in a referral of this matter to the United States Department of Justice and/or the United States Department of the Treasury for collection and/or other appropriate action.

13. If timely payment is not received on or before the due date, then pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), and 31 U.S.C. § 3717, Respondents shall also pay the following amounts:

- a. Interest. If Respondents fail to make payment, on or before the due date, interest for said payment shall be assessed at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717 and 26 U.S.C. § 6621 from the date said payment was required to have been made through the date said payment has been received.

- b. Handling Charges. Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day calendar day period or any portion thereof, following the date the payment was to have been made, in which payment of the amount remains in arrears.
- c. Attorney Fees, Collection Costs, Nonpayment of Penalty. If Respondents fail to pay the amount of an assessed penalty on time, pursuant to 42 U.S.C. § 7413(d)(5), in addition to such assessed penalty and interest and handling assessments, Respondents shall also pay the United States' enforcement expenses, including but not limited to attorney fees and costs incurred by the United States for collection proceedings, and a quarterly nonpayment penalty for each calendar quarter during which such a failure to pay persists. Such nonpayment penalty shall be ten percent (10%) of the aggregate amount of Respondents' outstanding penalties and nonpayment penalties accrued from the beginning of such quarter.

14. Each of the Respondents has submitted financial information and documentation to EPA demonstrating limited ability to pay. EPA has relied on the accuracy of the financial information submitted by Respondents in negotiating this settlement. By their signatures below, Respondents' respective representatives each certify that the information submitted to EPA regarding Respondents' ability to pay and regarding any other matter at issue in this proceeding, is complete, accurate and not misleading. Respondents and their officers, directors and principals are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondents to Complainant regarding any

matter herein at issue, are false or, in any material respect, inaccurate.

15. If in the future, EPA believes that the information certified, pursuant to paragraphs 4, 5, 6 and 14, above, was inaccurately or falsely certified, and EPA relied upon such information for purposes of settlement, EPA will so advise Respondents of its belief and basis, and will afford the Respondents thirty (30) days to submit comments to EPA. After review of any comments submitted, EPA shall provide a written statement of its decision to Respondents, which decision shall be final and binding upon Respondents. Respondents agree that false certification shall constitute a violation of this CA/FO and Respondents shall be liable to EPA for a lump stipulated penalty of \$10,000 for each false certification. Such lump sum stipulated penalty shall be due and payable by Respondents to EPA in accordance with paragraph 10 above. Such payment shall not preclude EPA from initiating a separate criminal investigation pursuant to 18 U.S.C. Section 1001 et seq. or any other applicable law.

16. If Respondents fail to provide the training, as described in paragraph 7 above, and no extension of time has been granted as provided in paragraph 7, then Respondents shall be liable to EPA for a lump sum stipulated penalty of \$10,000.

17. Nothing in this document is intended or shall be construed to waive, prejudice or otherwise affect the right of EPA, or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law against Respondents, if Respondents make any material misrepresentations or provide materially false information herein or in any document submitted pursuant to this Consent Agreement.

18. Unless Respondents provide EPA with a written explanation in accordance with paragraph 19 below, all stipulated penalties are due and payable within thirty (30) calendar days of the Respondents' receipt from EPA of a written demand for payment of the penalties.

Respondents agree that such demand may be mailed to Jacqueline Angulo, Vice President,

Superior Angran LLC., Rd 19 Km 0.3, Guaynabo, PR 00971, with a copy to Respondents' counsel, William Vidal Carvajal, 255 Ponce de Leon Ave., Suite 801, MCS Plaza, San Juan, Puerto Rico 00917. All stipulated penalty payments shall be made in accordance with the payment instructions in Paragraph 10 of this Consent Agreement. Penalties shall accrue as provided above regardless of whether EPA has notified the Respondents of the violation or made a demand for payment, but need only be paid upon demand. Any payment of stipulated penalties shall be in addition to any other payments required under any other paragraph of this Consent Agreement. Nothing in this Consent Agreement, including payment of penalties identified in this Consent Agreement, shall preclude EPA from initiating a separate criminal investigation pursuant to 18 USC Section 1001 et seq. or any other applicable laws. Failure to pay any stipulated penalty in full will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection and/or other appropriate action.

19. After a receipt of a demand from EPA for stipulated penalties pursuant to paragraph 18 above, Respondents shall have thirty (30) calendar days in which to provide Complainant with a written explanation of why it believes that a stipulated penalty is not appropriate for the cited violation(s) of this Consent Agreement (including any technical, financial or other information that Respondents deem relevant). Pursuant to paragraph 20, below, EPA shall evaluate the written explanation provided by the Respondents.

20. The Complainant may, in her sole discretion, reduce or eliminate any stipulated penalty due under this Consent Agreement if Respondents have, in writing, demonstrated to EPA's satisfaction good cause for such action by EPA. If, after review of Respondents' submission pursuant to the preceding paragraph, Complainant determines that Respondents have failed to comply with the provisions of this Consent Agreement, and Complainant does not, in

her sole discretion, eliminate the stipulated penalties demanded by EPA, Complainant will notify Respondents, in writing, that either the full stipulated penalty or a reduced stipulated penalty must be paid by Respondents. Respondents shall pay the stipulated penalty amount indicated in EPA's notice within thirty (30) calendar days of its receipt of such written notice from EPA. Failure of Respondents to pay any stipulated penalty demanded by EPA pursuant to this Consent Agreement may result in further action by EPA.

21. At any time prior to Respondents' payment of stipulated penalties, the Complainant may, for good cause as independently determined by her, reduce or eliminate the stipulated penalty(ies). If the Complainant makes such determination, EPA shall notify Respondents in writing of any such action.

22. It is the responsibility of the Respondents to comply with applicable Commonwealth of Puerto Rico tax laws and regulations concerning the civil penalty assessed by EPA or any applicable stipulated penalties that may be assessed under the CA/FO. Any such penalties are not deductible expenditures under Commonwealth of Puerto Rico tax laws or regulations.

23. This Consent Agreement, which is being voluntarily and knowingly entered into by the Complainant and Respondents, resolves (conditional upon full payment of the civil penalty herein and any applicable stipulated penalty that becomes due, the accuracy of the Respondents' representations in this proceeding, and the performance of the training described in paragraph 7, above) the civil and administrative claims alleged in this matter.

24. Respondents have read the Consent Agreement, understand its terms, find it to be reasonable and consent to the issuance and its terms. Respondents consent to the issuance of the accompanying Final Order. Respondents agree that all terms of settlement are set forth herein.

25. Respondents explicitly and knowingly consent to the assessment of the civil penalty and any stipulated penalties as set forth in this Consent Agreement and agree to pay the civil penalty and any stipulated penalties in accordance with the terms of this Consent Agreement.

26. The Respondents agree not to contest the validity or any term of this CA/FO in any action brought by the United States, including EPA, to enforce this CA/FO or to enforce a judgment relating to this CA/FO. Any failure by Respondents to perform fully any requirement herein will be considered a violation of this CA/FO, and may subject Respondents to a civil judicial action by the United States to enforce the provisions of this CA/FO.

27. Respondents explicitly waive their right to request a hearing on this Consent Agreement or the Final Order included herein, including any right to contest allegations or Findings of Fact or Conclusions of Law and Final Order.

28. Respondents waive their right to appeal this Consent Agreement and the accompanying Final Order.

29. The CA/FO does not relieve Respondents of their obligations to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state or local permit. This CA/FO does not waive, extinguish, or otherwise affect Respondents' obligation to comply with all applicable provisions of the CAA and FIFRA and the regulations promulgated thereunder and other environmental laws. It is the responsibility of the Respondents to comply with such laws or regulations.

30. Nothing in this CA/FO shall be construed as a release from any other action under any law and/or regulation administered by EPA.

31. Nothing in this CA/FO shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation(s) of this CA/FO or for Respondents' violation(s) of any other applicable provision of law or regulation, nor shall it be construed as limiting the defenses that Respondents may raise to any such alleged violation(s) or to contest liability or raise appropriate defenses in any subsequent proceeding filed by EPA for such purposes, except as provided in Paragraph 34 herein.

32. This Consent Agreement is being entered into voluntarily and knowingly by the parties in full settlement of Respondents' alleged violations of the Act identified herein.

33. Nothing in this Consent Agreement and attached Final Order shall affect or be deemed in any way, as a waiver by Respondents of any right, claim, obligation, interest agreement, defense or cost of action that Respondents may have against any third party.

34. This Consent Agreement, including the Preliminary Statement, the attached Final Order, and any provision herein is not intended to be an admission of liability in any criminal or civil action or other administrative proceeding, except in an action, suit or proceeding to enforce or seek compliance (ie., payment of civil penalty, payment of any applicable stipulated penalties and performance of training) under this CA/FO or any of its terms and conditions.

35. Each party to this Consent Agreement shall bear their own costs and attorneys' fees in this matter.

36. The Consent Agreement and attached Final Order shall be binding upon both EPA and the Respondents, their officers/officials, agents, authorized representatives and its successors or assignees.

37. Each signatory for the Respondents certifies that: a) he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms, conditions and

requirements set forth in this Consent Agreement, and b) he or she is duly and fully authorized to bind the party on behalf of whom (which) he or she is entering this Consent Agreement to comply with and abide by all the terms, conditions and requirements of this Consent Agreement.

38. Respondents consent to service upon itself of a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

39. Pursuant to 40 C.F.R. Section 22.31(b), the effective date of this Consent Agreement and Final Order shall be the date when it is filed with the Regional Hearing Clerk of the United States Environmental Protection Agency, Region 2.

**In the Matter of Superior-Angran, LLC and Superior-Angran Caribbean Inc., Docket No.
CAA-02-2016-1204**

For **Complainant**:



Dore F. LaPosta, Director
Division of Enforcement and Compliance Assistance
United States Environmental Protection Agency, Region 2

Date: 8/16, 2016

In the Matter of Superior-Angran, LLC and Superior-Angran Caribbean Inc., Docket No. CAA-02-2016-1204

For Respondents:

Superior-Angran, LLC

By:


(Signature)

Name:

Juan A. Angulo

Title:

President

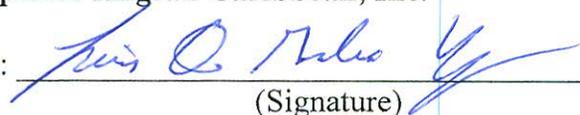
Date:

August 16

, 2016

Superior Angran Caribbean, Inc.

By:


(Signature)

Name:

Luis D. Galán

Title:

Director - Desarrollo de Negocios -

Date:

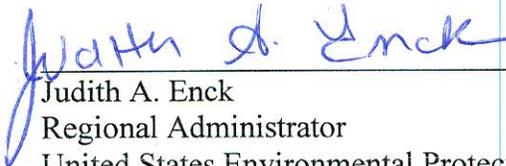
August 16

, 2016

In the Matter of Superior-Angran, LLC and Superior-Angran Caribbean Inc., Docket No. CAA-02-2016-1204

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. This Consent Agreement, entered into by the parties to this matter, is hereby approved, incorporated herein, and issued as an Order pursuant to Section 113(d) of the CAA and 40 C.F.R. Section 22.18(b)(3). The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, NY.



Judith A. Enck
Regional Administrator
United States Environmental Protection Agency, Region 2

Date: 8/16/16

In the Matter of Superior-Angran, LLC and Superior-Angran Caribbean Inc., Docket No. CAA-02-2016-1204

For Respondents:

Superior-Angran, LLC

By: _____
(Signature)

Name: _____

Title: _____

Date: _____, 2016

Superior Angran Caribbean, Inc.

By: _____
(Signature)

Name: _____

Title: _____

Date: _____, 2016

CERTIFICATE OF SERVICE

This is to certify that I have this day caused to be sent the foregoing fully executed Consent Agreement and Final Order, bearing docket number CAA-02-2016-1204, in the following manner to the respective addressees listed below:

Original and Copy
by Hand Delivery:

Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 2
290 Broadway, 16th Floor
New York, NY 10007-1866

Copy by Certified Mail/
Return Receipt Requested:

William Vidal Carvajal , Esq.
Attorney for Respondents
255 Ponce de Leon Ave., Suite 801
MSC Plaza
San Juan, Puerto Rico 00917

Dated: August 18, 2016
New York, New York

Yorland Miza

Exhibit A

Training Outline

7:45	8:15	Registration	
8:15	9:45	General Overview of Federal and Regulatory Requirements for Pest Control Operators	<i>Agro. Hector Colón if available, or presenter with similar credentials</i>
9:45	10:15	The Clean Air Act – Recordkeeping and Reporting of Methyl Bromide	<i>Agro. Hector Colón if available, or presenter with similar credentials</i>
10:15	10:30	15 minute break	
10:30	12:00	Types of Fumigation	<i>Agro. Hector Colón if available, or presenter with similar credentials</i>
12:00	1:00	Lunch Break	
1:00	1:45	Alternatives to fumigants	<i>Agro. Hector Colón if available, or presenter with similar credentials Agro. Hector Colón</i>
1:45	3:50	Identification of Pests, Use of Integrated Pest Management (IPM), the IPM Triangle, Specific IPM approaches	<i>Dr. Carlos Rosario if available, or presenter with similar credentials Agro. Hector Colón</i>
3:50	4:00	10 minute break	
4:00	5:00	IPM Approach to Limit Mosquitoes Breeding and Prevent the spread of the Zika virus.	<i>Dr. Carlos Rosario if available, or presenter with similar credentials Agro. Hector Colón</i>