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7 UNITED STATES
8 ENVIRONMENTAL PROTECTION AGENCY
9 REGION IX

10 In the matter of:) Docket No. FIFRA-09-2019-00 64
11)
12 Watson Ag Chemicals, Inc.,)
13) CONSENT AGREEMENT
14 Respondent.) AND FINAL ORDER
pursuant to 40 C.F.R. §§ 22.13(b),
22.18(b)(2), and 22.18(b)(3)

15 I. CONSENT AGREEMENT

16 The United States Environmental Protection Agency (“EPA”), Region IX, and Watson
17 Ag Chemicals, Inc. (“Respondent”) agree to settle this matter and consent to the entry of this
18 Consent Agreement and Final Order (“CAFO”). This CAFO simultaneously initiates and
19 concludes this proceeding in accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b).
20

21 A. AUTHORITY AND PARTIES

22 1. This is a civil administrative action brought pursuant to Section 14(a)(1) of the Federal
23 Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136l(a)(1), for the assessment
24 of a civil administrative penalty against Respondent for violations of Sections 12(a)(2)(A) and
25 12(a)(2)(S) of FIFRA, 7 U.S.C. §§ 136j(a)(2)(A) and 136j(a)(2)(S).
26

27 2. Complainant is the Acting Assistant Director of the Enforcement and Compliance
28 Assurance Division, EPA Region IX, who has been duly delegated the authority to bring this
action and to sign a consent agreement settling this action.

1 3. Respondent is Watson Ag Chemicals, Inc., a California corporation with headquarter
2 offices located at 14497 South West Avenue in Caruthers, California, 93609.

3 B. STATUTORY AND REGULATORY BASIS

4 4. Under Section 2(s) of FIFRA, 7 U.S.C. §136(s), the term “person” means “any
5 individual, partnership, association, corporation, or any organized group of persons whether
6 incorporated or not.”

7 5. Under Section 2(u) of FIFRA, 7 U.S.C. §136(u), the term “pesticide” is, among other
8 things, any substance or mixture of substances intended for preventing, destroying, repelling, or
9 mitigating any pest.

10 6. Under Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), the term “label” means the
11 written, printed, or graphic matter on, or attached to, the pesticide or device or any of its
12 containers or wrappers.

13 7. Under Section 2(p)(2)(A) of FIFRA, 7 U.S.C. § 136(p)(2)(A), the term “labeling”
14 means all labels and all other written, printed or graphic matter accompanying the pesticide or
15 device at any time.

16 8. Under Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), the term “to distribute or sell”
17 means to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment,
18 ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or
19 offer to deliver.

20 9. Section 3(c)(5)(B) of FIFRA, 7 U.S.C. § 136a(c)(5)(B), as well as 40 C.F.R. § 156.10,
21 require that every pesticide approved by EPA for registration under FIFRA bear labeling
22 containing information as required pursuant to the statute and its implementing regulations.

23 10. Under Section 12(a)(2)(A) of FIFRA, 7 U.S.C. § 136j(a)(2)(A), it is unlawful for any
24 person to detach, alter, deface, or destroy, in whole or in part, any labeling required under this
25 Act.

26 11. Under Section 12(a)(2)(S) of FIFRA, 7 U.S.C. § 136j(a)(2)(S), it is unlawful for any
27 person to violate any regulation issued under Sections 3(a) or 19 of FIFRA, 7 U.S.C. §§ 136a(a)
28 and 136q.

1 12. Pursuant to FIFRA, 7 U.S.C. §§ 136-136y, the EPA Administrator promulgated
2 regulations governing the labeling requirements for pesticides and devices, which are codified at
3 40 C.F.R. Part 156.

4 13. Pursuant to Sections 3, 8, 19 and 25 of FIFRA, 7 U.S.C. §§ 136a, 136f, 136q and
5 136w, the EPA Administrator promulgated regulations pertaining to standards for pesticide
6 containers and pesticide containment structures (“the Container/Containment regulations”),
7 which are codified at 40 C.F.R. Part 165 and 40 C.F.R. §§ 156.140-156.159.

8 14. “Agricultural pesticide” means any pesticide product labeled for use in or on a farm,
9 forest, nursery, or greenhouse. 40 C.F.R. § 165.3.

10 15. “Appurtenance” means any equipment or device which is used for the purpose of
11 transferring a pesticide from a stationary pesticide container or to any refillable container,
12 including but not limited to, hoses, fittings, plumbing, valves, gauges, pumps and metering
13 devices. 40 C.F.R. § 165.3.

14 16. “Containment pad” means any structure that is designed and constructed to intercept
15 and contain pesticides, rinsates, and equipment wash water at a pesticide dispensing area. 40
16 C.F.R. § 165.3.

17 17. “Containment structure” means either a secondary containment unit or a containment
18 pad. 40 C.F.R. § 165.3.

19 18. “Establishment” means any site where a pesticidal product, active ingredient, or
20 device is produced, regardless of whether such site is independently owned or operated, and
21 regardless of whether such site is domestic and producing a pesticidal product for export only, or
22 whether the site is foreign and producing any pesticidal product for import into the United States.
23 40 C.F.R. § 165.3.

24 19. “Facility” means all buildings, equipment, structures, and other stationary items
25 which are located on a single site or on contiguous or adjacent sites and which are owned or
26 operated by the same person (or by any person who controls, who is controlled by, or who is
27 under common control with such person). 40 C.F.R. § 165.3.

28 20. “Operator” means any person in control of, or having responsibility for, the daily

1 operation of a facility at which a containment structure is located. 40 C.F.R. § 165.3.

2 21. "Owner" means any person who owns a facility at which a containment structure is
3 required. 40 C.F.R. § 165.3.

4 22. "Pesticide dispensing area" means an area in which pesticide is transferred out of or
5 into a container. 40 C.F.R. § 165.3.

6 23. "Produce" means to manufacture, prepare, propagate, compound, or process any
7 pesticide, including any pesticide produced pursuant to Section 5 of the Act, and any active
8 ingredient or device, or to package, repackage, label, relabel, or otherwise change the container
9 of any pesticide or device. 40 C.F.R. § 165.3.

10 24. "Producer" means any person, as defined by the Act, who produces any pesticide,
11 active ingredient, or device (including packaging, repackaging, labeling, and relabeling). 40
12 C.F.R. § 165.3.

13 25. "Refilling establishment" means an establishment where the activity of repackaging
14 pesticide product into refillable containers occurs. 40 C.F.R. § 165.3.

15 26. "Refillable container" means a container that is intended to be filled with pesticide
16 more than once for sale or distribution. 40 C.F.R. § 165.3.

17 27. "Refiller" means a person who engages in the activity of repackaging pesticide
18 product into refillable containers. 40 C.F.R. § 165.3.

19 28. "Repackage" means, for the purposes of this part, to transfer a pesticide formulation
20 from one container to another without a change in the composition of the formulation, the
21 labeling content, or the product's EPA registration number, for sale or distribution. 40 C.F.R. §
22 165.3.

23 29. "Stationary pesticide container" means a refillable container that is fixed at a single
24 facility or establishment or, if not fixed, remains at the facility or establishment for at least 30
25 consecutive days, and that holds pesticide during the entire time. 40 C.F.R. § 165.3.

26 C. ALLEGED VIOLATIONS

27 30. Respondent is a "person" as that term is defined by Section 2(s) of FIFRA, 7 U.S.C.
28 § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.

1 31. Respondent is an “owner” and “operator” of a “facility” that is an “establishment,” as
2 those terms are defined by 40 C.F.R. § 165.3, located at 14497 South West Avenue in Caruthers,
3 California (the “Caruthers Establishment”).

4 32. The Caruthers Establishment is a “refilling establishment” that “repackages”
5 Roundup PowerMax Herbicide, EPA Reg. No. 524-549 (“Roundup PowerMax”), which is an
6 “agricultural pesticide,” as those terms are defined by 40 C.F.R. § 165.3, into refillable containers
7 and whose principal business is retail sale. As such, the Caruthers Establishment and the
8 agricultural pesticide it repackages are subject to the Container/Containment regulations.

9 33. At all times relevant to this CAFO, Respondent was a “refiller” as that term is
10 defined by 40 C.F.R. § 165.3.

11 34. At all times relevant to this CAFO, Respondent was not a “registrant” as that term is
12 defined by 40 C.F.R. § 165.3.

13 35. At all times relevant to this CAFO, the Caruthers Establishment included an area
14 used to fill containers with Roundup PowerMax as well as used to refill stationary tanks and
15 pesticide-holding equipment (*i.e.*, tanker trucks) with this pesticide. This area is both a
16 “pesticide dispensing area” and a “containment pad,” as those terms are defined by 40 C.F.R. §
17 165.3.

18 36. Owners or operators of refilling establishments who repackage agricultural pesticides
19 and whose principal business is retail sale and that have a stationary pesticide container or a
20 pesticide dispensing (including container refilling) area must comply with the secondary
21 containment requirements of the Container/Containment regulations. 40 C.F.R. § 165.80(b)(1).

22 37. The containment pad in the pesticide dispensing area used to fill containers with
23 Roundup PowerMax as well as the pesticide dispensing area used to refill stationary tanks and
24 tanker trucks with this pesticide at the Caruthers Establishment was constructed on or before
25 November 16, 2006 and is an “existing containment structure,” as that term is defined by 40
26 C.F.R. § 165.83(b).

27 38. On or about March 7, 2017, a California Department of Pesticide Regulation
28 (“CDPR”) inspector inspected the Caruthers Establishment.

1 COUNT 1: Alteration or Defacement of Required Labeling

2 39. As a registered pesticide, Roundup PowerMax bears labeling approved by EPA as
3 required pursuant to Section 3(c)(5)(B) of FIFRA, 7 U.S.C. § 136a(c)(5)(B), and 40 C.F.R. §
4 156.10.

5 40. On or about March 7, 2017, a CDPR inspector observed that the two bulk stationary
6 pesticide containers storing Roundup PowerMax at the Caruthers Establishment had damaged
7 and incomplete labeling that lacked at least in part the required labeling previously approved by
8 EPA as part of the pesticide’s registration, as required by Section 3(c)(5)(B) of FIFRA, 7 U.S.C.
9 § 136a(c)(5)(B), and 40 C.F.R. § 156.10.

10 41. Respondent detached, altered, defaced, or destroyed the “labeling” for the registered
11 pesticide Roundup PowerMax when it allowed the labeling on the two bulk stationary pesticide
12 containers storing Roundup PowerMax at the Caruthers Establishment to become damaged and
13 incomplete.

14 42. By detaching, altering, defacing, or destroying, in whole or in part, the labeling
15 required under FIFRA for the registered pesticide Roundup PowerMax stored at the Caruthers
16 Establishment, Respondent violated Section 12(a)(2)(A) of FIFRA, 7 U.S.C. § 136j(a)(2)(A).

17 COUNT 2: Failure to Properly Identify the Container

18 Type By Including the Required Statements

19 43. For products other than plant-incorporated protectants, either a “nonrefillable
20 container” or a “refillable container” statement, as applicable, must be placed on the label or
21 container. 40 C.F.R. § 156.140. For “refillable containers,” one of the following statements is
22 required [except for inapplicable exemptions]: (1) “Refillable Container. Refill this container
23 with pesticide only. Do not reuse this container for any other purpose,” or (2) “Refillable
24 Container” Refill this container with [*common chemical name*] only. Do not reuse this container
25 for any other purpose.” 40 C.F.R. § 156.140(b).

26 44. On or about March 7, 2017, a CDPR inspector observed at the Caruthers
27 Establishment that Roundup PowerMax, a pesticide product other than a plant-incorporated
28 protectant, was being packaged and distributed in refillable containers meant for refillable reuse.

1 Neither of the two “refillable container” statement options required pursuant to 40 C.F.R. §
2 156.140(b) was placed on the separate refillable containers or their labels for this pesticide
3 product.

4 45. On or about March 7, 2017, Respondent failed to identify the container type by
5 placing a “refillable container” statement on refillable containers containing Roundup
6 PowerMax, as required by 40 C.F.R. § 156.140(b).

7 46. On or about March 7, 2017, Respondent violated Section 12(a)(2)(S) of FIFRA, 7
8 U.S.C. § 136j(a)(2)(S), by failing to identify the container type by placing a “refillable container”
9 statement on refillable containers containing Roundup PowerMax, as required by 40 C.F.R. §
10 156.140(b).

11 COUNT 3: Failure to Meet Recordkeeping Requirements
12 for Repackaging a Pesticide Into Refillable Containers

13 47. A refiller of a pesticide product who is not the registrant of the pesticide product
14 must comply with the repackaging requirements set forth at 40 C.F.R. § 165.70(e). Among other
15 requirements, a refiller repackaging a pesticide product into refillable containers must maintain
16 records in accordance with paragraph (j) of that section. 40 C.F.R. § 165.70(e)(10). Each time a
17 pesticide product is repackaged into a refillable container and then distributed or sold, the EPA
18 registration number of the pesticide product distributed or sold in the refillable container must be
19 generated and maintained for at least three years after the date of repackaging. 40 C.F.R. §
20 165.70(j)(2)(i).

21 48. On or about March 7, 2017, Respondent “distributed or sold” the pesticide, Roundup
22 PowerMax, that had been repackaged into 15-gallon and 30-gallon refillable containers at the
23 Caruthers Establishment, as that term is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg),
24 by holding the pesticide for distribution, sale, or shipment.

25 49. On or about March 7, 2017, Respondent failed to maintain the EPA registration
26 number for the repackaged Roundup PowerMax at the Caruthers Establishment for at least three
27 years after the date of repackaging, as required by 40 C.F.R. §§ 165.70(j)(2)(i) and 165.70(e)(10).

28 50. On or about March 7, 2017, Respondent violated Section 12(a)(2)(S) of FIFRA, 7

1 U.S.C. § 136j(a)(2)(S), by failing to maintain the EPA registration number for the repackaged
2 Roundup PowerMax at the Caruthers Establishment for at least three years after the date of
3 repackaging, as required by 40 C.F.R. § 165.70(e)(10).

4 COUNT 4: Failure to Keep Containment Structures Liquid Tight

5 51. One of the material specifications for all existing containment structures (including
6 containment pads) is that the structures must be liquid-tight with cracks, seams and joints
7 appropriately sealed. 40 C.F.R. § 165.87(a)(1).

8 52. On or about March 7, 2017, the containment pad (*i.e.*, containment structure) located
9 in the Roundup PowerMax pesticide dispensing area at the Caruthers Establishment had unsealed
10 cracks and seams.

11 53. On or about March 7, 2017, Respondent failed to keep the Roundup PowerMax
12 containment pad at the Caruthers Establishment liquid-tight with cracks, seams and joints
13 appropriately sealed, as required by 40 C.F.R. § 165.87(a)(1).

14 54. On or about March 7, 2017, Respondent violated Section 12(a)(2)(S) of FIFRA, 7
15 U.S.C. § 136j(a)(2)(S), by failing to keep the Roundup PowerMax containment pad at the
16 Caruthers Establishment liquid-tight with cracks, seams and joints appropriately sealed, as
17 required by 40 C.F.R. § 165.87(a)(1).

18 COUNTS 5: Failure to Meet Capacity Requirements for Existing Containment Pad

19 55. Existing containment pads in pesticide dispensing areas must meet the capacity
20 requirements set forth at 40 C.F.R. § 165.87(c). In particular, existing containment pads in
21 pesticide dispensing areas which have a pesticide container or pesticide-holding equipment with
22 a volume of 750 gallons or greater must have a holding capacity of at least 750 gallons. 40
23 C.F.R. § 165.87(c)(2).

24 56. On or about March 7, 2017, a CDPR inspector observed an existing containment pad
25 located in the Roundup PowerMax pesticide dispensing area at the Caruthers Establishment that
26 had a pesticide container and/or pesticide-holding equipment with a volume of 750 gallons or
27 greater. The Roundup PowerMax containment pad at the Caruthers Establishment had a holding
28 capacity of approximately 177.5 gallons.

1 57. On or about March 7, 2017, Respondent's existing Roundup PowerMax containment
2 pad at the Caruthers Establishment failed to have a holding capacity of at least 750 gallons, as
3 required by 40 C.F.R. § 165.87(c)(2).

4 58. On or about March 7, 2017, Respondent violated Section 12(a)(2)(S) of FIFRA, 7
5 U.S.C. § 136j(a)(2)(S), by failing to have a holding capacity of at least 750 gallons for its
6 existing Roundup PowerMax containment pad at the Caruthers Establishment, as required by 40
7 C.F.R. § 165.87(c)(2).

8 COUNT 6: Failure to Maintain Records as a Facility Owner or Operator

9 59. A facility owner or operator must maintain records of inspection and maintenance for
10 each containment structure and for each stationary pesticide container and its appurtenances for
11 three years. 40 C.F.R. § 165.95(a).

12 60. On or about March 7, 2017, Respondent failed to maintain records of inspection or
13 maintenance for the Roundup PowerMax containment pad at the Caruthers Establishment for
14 three years, as required by 40 C.F.R. §§ 165.95(a).

15 61. On or about March 7, 2017, Respondent violated Section 12(a)(2)(S) of FIFRA, 7
16 U.S.C. § 136j(a)(2)(S), by failing to maintain records of inspection or maintenance for the
17 Roundup PowerMax containment pad at the Caruthers Establishment for three years, as required
18 by 40 C.F.R. §§ 165.95(a).

19 D. RESPONDENT'S ADMISSIONS

20 62. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding,
21 Respondent: (i) admits that EPA has jurisdiction over the subject matter of this CAFO and over
22 Respondent; (ii) neither admits nor denies the specific factual allegations contained in Section
23 I.C of this CAFO; (iii) consents to any and all conditions specified in this CAFO and to the
24 assessment of the civil administrative penalty under Section I.E of this CAFO; (iv) waives any
25 right to contest the allegations contained in this CAFO; and (v) waives the right to appeal the
26 proposed Final Order contained in this CAFO.

1 E. CIVIL ADMINISTRATIVE PENALTY

2 63. In final settlement of the violations of FIFRA specifically alleged in Section I.C of
3 this CAFO, Respondent shall pay a civil administrative penalty of NINETEEN THOUSAND,
4 SIX HUNDRED, AND SIXTY-SIX DOLLARS (\$19,666). Respondent shall pay this civil
5 penalty no later than thirty (30) calendar days from the effective date of this CAFO. The civil
6 penalty shall be paid by remitting a certified or cashier's check, including the name and docket
7 number of this case, for the amount, payable to "Treasurer, United States of America," (or be
8 paid by one of the other methods listed below) and sent as follows:

9 Regular Mail:

10 U.S. Environmental Protection Agency
11 Fines and Penalties
12 Cincinnati Finance Center
13 PO Box 979077
14 St. Louis, MO 63197-9000

15 Wire Transfers:

16 Wire transfers must be sent directly to the Federal Reserve Bank in New
17 York City with the following information:

18 Federal Reserve Bank of New York
19 ABA = 021030004
20 Account = 68010727
21 SWIFT address = FRNYUS33
22 33 Liberty Street
23 New York, NY 10045
24 Beneficiary = U.S. Environmental Protection Agency

25 Certified or Overnight Mail:

26 U.S. Environmental Protection Agency
27 1005 Convention Plaza
28 Mail Station SL-MO-C2-GL
 ATTN Box 979077
 St. Louis, MO 63101

ACH (also known as Remittance Express or REX):

Automated Clearinghouse (ACH) payments to EPA can be made through the U.S. Treasury using the following information:

U.S. Treasury REX/Cashlink ACH Receiver
ABA = 051036706
Account = 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking

1 Physical Location of U.S. Treasury facility:
2 5700 Rivertech Court
3 Riverdale, MD 20737

4 Remittance Express (REX) = (866) 234-5681

5 On Line Payment:

6 This payment option can be accessed from the information below:

7 www.pay.gov
8 Enter "SFO 1.1" in the search field
9 Open form and complete required fields

10 If clarification regarding a particular method of payment remittance is
11 needed, contact the EPA's Cincinnati Finance Center at (513) 487-2091.

12 Concurrently, a copy of each check, or notification that the payment has been made by one of the
13 other methods listed above, including proof of the date payment was made, shall be sent with a
14 transmittal letter, indicating Respondent's name, the case title, and docket number, to the
15 following addresses:

16 Regional Hearing Clerk
17 Office of Regional Counsel (ORC-1)
18 U.S. Environmental Protection Agency, Region IX
19 75 Hawthorne Street
20 San Francisco, CA 94105

21 Lynn Kuo
22 Enforcement and Compliance Assurance Division (ENF-4)
23 U.S. Environmental Protection Agency, Region IX
24 75 Hawthorne Street
25 San Francisco, CA 94105

26 Edgar P. Coral
27 Office of Regional Counsel (ORC-2)
28 U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

64. Respondent shall not use payment of any penalty under this CAFO as a tax deduction
from Respondent's federal, state, or local taxes, nor shall Respondent allow any other person to
use such payment as a tax deduction.

65. If Respondent fails to pay the assessed civil administrative penalty of NINETEEN
THOUSAND, SIX HUNDRED, AND SIXTY-SIX DOLLARS (\$19,666) as identified in

1 Paragraph 63 by the deadline specified in that Paragraph, then Respondent shall also pay a
2 stipulated penalty to EPA upon EPA's written request. The amount of the stipulated penalty will
3 be FOUR THOUSAND, NINE HUNDRED, AND SIXTEEN DOLLARS (\$4,916) and will be
4 immediately due and payable upon EPA's written request, together with the initially assessed
5 civil administrative penalty of NINETEEN THOUSAND, SIX HUNDRED, AND SIXTY-SIX
6 DOLLARS (\$19,666), resulting in a total penalty due of TWENTY-FOUR THOUSAND, FIVE
7 HUNDRED, AND EIGHTY-TWO DOLLARS (\$24,582). Failure to pay the civil administrative
8 penalty specified in Paragraph 63 by the deadline specified in that Paragraph may also lead to any
9 or all of the following actions:

10 (1) EPA may refer the debt to a credit reporting agency, a collection
11 agency, or to the Department of Justice for filing of a collection action in the appropriate United
12 States District Court. 40 C.F.R. §§ 13.13, 13.14 and 13.33. The validity, amount, and
13 appropriateness of the assessed penalty or of this CAFO is not subject to review in any such
14 collection proceeding.

15 (2) The U.S. Government may collect the debt by administrative offset
16 (*i.e.*, the withholding of money payable by the United States to, or held by the United States for, a
17 person to satisfy the debt the person owes the U.S. Government), which includes, but is not
18 limited to, referral to the Internal Revenue Service for offset against income tax refunds. 40
19 C.F.R. Part 13, Subparts C and H.

20 (3) Pursuant to 40 C.F.R. § 13.17, EPA may either: (i) suspend or revoke
21 Respondent's licenses or other privileges, or (ii) suspend or disqualify Respondent from doing
22 business with EPA or engaging in programs EPA sponsors or funds.

23 (4) Pursuant to 31 U.S.C. § 3701 *et seq.* and 40 C.F.R. Part 13, the U.S.
24 Government may assess interest, administrative handling charges, and nonpayment penalties
25 against the outstanding amount that Respondent owes to EPA for Respondent's failure to pay the
26 civil administrative penalty specified in Paragraph 63 by the deadline specified in that Paragraph.

27 (a) Interest. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. §
28 13.11(a)(1), any unpaid portion of the assessed penalty shall bear interest at the rate established

1 according to 26 U.S.C. § 6621(a)(2) from the effective date of this CAFO, provided, however,
2 that no interest shall be payable on any portion of the assessed penalty that is paid within thirty
3 (30) days of the effective date of this CAFO.

4 (b) Administrative Handling Charges. Pursuant to 31 U.S.C. §
5 3717(e)(1) and 40 C.F.R. § 13.11(b), Respondent shall pay a monthly handling charge, based on
6 either actual or average cost incurred (including both direct and indirect costs), for every month
7 in which any portion of the assessed penalty is more than thirty (30) days past due.

8 (c) Nonpayment Penalties. Pursuant to 31 U.S.C. § 3717(e)(2)
9 and 40 C.F.R. § 13.11(c), a monthly penalty charge, not to exceed six percent (6%) annually,
10 may be assessed on all debts more than ninety (90) days delinquent.

11 F. CERTIFICATION OF COMPLIANCE

12 66. In executing this CAFO, Respondent certifies that the information it has supplied
13 concerning this matter was at the time of submission, and is at the time of signature to this
14 CAFO, truthful, accurate, and complete; and that Respondent has corrected the violations alleged
15 in Section I.C of this CAFO. Under 18 U.S.C. § 1001, submitting false or misleading
16 information can result in significant penalties, including the possibility of fines and
17 imprisonment for knowing submission of such information.

18 G. RETENTION OF RIGHTS

19 67. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's
20 liabilities for federal civil penalties for the violations and facts specifically alleged in Section I.C
21 of this CAFO. Nothing in this CAFO is intended to or shall be construed to resolve: (i) any civil
22 liability for violations of any provision of any federal, state, or local law, statute, regulation, rule,
23 ordinance, or permit not specifically alleged in Section I.C of this CAFO; or (ii) any criminal
24 liability. EPA specifically reserves any and all authorities, rights, and remedies available to it
25 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to address
26 any violation of this CAFO or any violation not specifically alleged in Section I.C of this CAFO.

27 68. This CAFO does not exempt, relieve, modify, or affect in any way Respondent's
28 duties to comply with all applicable federal, state, and local laws, regulations, rules, ordinances,

1 and permits.

2 H. ATTORNEYS' FEES AND COSTS

3 69. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in
4 this proceeding.

5 I. EFFECTIVE DATE

6 70. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CAFO shall be
7 effective on the date that the Final Order contained in this CAFO, having been approved and
8 issued by either the Regional Judicial Officer or Regional Administrator, is filed.

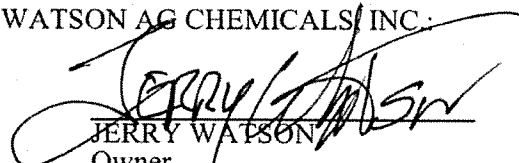
9 J. BINDING EFFECT

10 71. The undersigned representative of Complainant and the undersigned representative of
11 Respondent each certifies that he or she is fully authorized to enter into the terms and conditions
12 of this CAFO and to bind the party he or she represents to this CAFO.

13 72. The provisions of this CAFO shall apply to and be binding upon Respondent and its
14 officers, directors, employees, agents, trustees, servants, authorized representatives, successors,
15 and assigns.

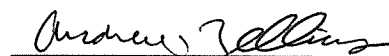
16
17 FOR RESPONDENT WATSON AG CHEMICALS, INC.:

18 9-20-19
19 DATE


20 JERRY WATSON
Owner
Watson Ag Chemicals, Inc.
14497 South West Avenue
Caruthers, CA 93609

21
22 FOR COMPLAINANT EPA:

23
24
25 9/24/19
DATE

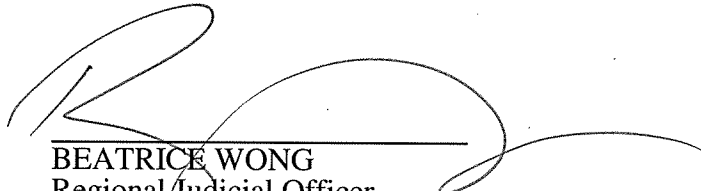
 for Claire Trombadore
26 CLAUDE TROMBADORE
Acting Assistant Director
Enforcement and Compliance Assurance Division
27 U.S. Environmental Protection Agency, Region IX
28

1 II. FINAL ORDER

2 EPA and Watson Ag Chemicals, Inc. having entered into the foregoing Consent
3 Agreement,

4 IT IS HEREBY ORDERED that this CAFO (Docket No. FIFRA-09-2019-0064) be
5 entered, and Respondent shall pay a civil administrative penalty in the amount of NINETEEN
6 THOUSAND, SIX HUNDRED, AND SIXTY-SIX DOLLARS (\$19,666), and comply with the
7 terms and conditions set forth in the Consent Agreement.

8
9
10 Sept. 27, 2019
DATE


11 BEATRICE WONG
Regional Judicial Officer
U.S. Environmental Protection Agency, Region IX

CERTIFICATE OF SERVICE

I hereby certify that the original of the fully executed Consent Agreement and Final Order, (**Docket No FIFRA-09-2019-0064**) was filed with the Regional Hearing Clerk, U.S. EPA, Region IX, 75 Hawthorne Street, San Francisco, CA 94105, and that a true and correct copy of the same was sent to the following parties:

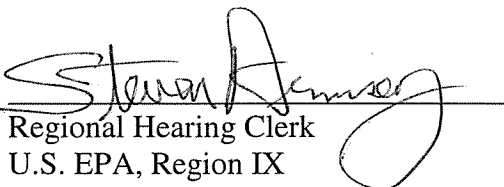
A copy was mailed via CERTIFIED MAIL to:

Jerry Watson
Owner
Watson Ag Chemicals, Inc.
14497 South West Avenue
Caruthers, CA 93609

CERTIFIED MAIL NUMBER:

An additional copy was hand-delivered to the following U.S. EPA case attorney:

Edgar P. Coral
Office of Regional Counsel (ORC-2)
U.S. EPA, Region IX
75 Hawthorne Street
San Francisco, CA 94105


Regional Hearing Clerk
U.S. EPA, Region IX

2019-09-30
Date