

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

In the Matter of

Olein Recovery Corp.


Respondent

Proceeding Under the Federal  
Insecticide, Fungicide and  
Rodenticide Act, as amended.

**CONSENT AGREEMENT  
AND FINAL ORDER**

Docket No. FIFRA-02-2025-5093

**CONSENT AGREEMENT**



1. This is an administrative action commenced and concluded under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. § 136/(a) (hereinafter referred to as "FIFRA" or the "Act"), and Sections 22.13(b), 22.18(b)(2) & (3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("CROP"), as codified at 40 C.F.R. Part 22. 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 the issuance of a Consent Agreement and Final Order ("CAFO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

2. The Complainant in this proceeding is the Director of the Enforcement and Compliance Assurance Division ("ECAD"), United States Environmental Protection Agency, Region 2 ("EPA").

3. Respondent is Olein Recovery Corp., a company duly incorporated under the laws of the Commonwealth of Puerto Rico (hereinafter "Respondent" or "Olein").

4. Respondent's headquarters is located in State Road 901, Km. 2.7, Camino Nuevo Ward, Yabucoa, Puerto Rico, 00767.

5. The parties agree that settling this action without the filing of a Complaint or the adjudication of any issue of fact or law is an appropriate means of resolving this administrative proceeding in their interest and in the public interest.

6. By signing this Consent Agreement, Respondent consents to the assessment of the civil penalty specified below and to all the terms herein.

**Jurisdiction and Waiver of Right to Hearing or Jury Trial**

7. For the purpose of this proceeding and in the interest of an expeditious resolution of this matter, Respondent admits (a) that EPA has jurisdiction pursuant to Section 14 of FIFRA, 7 U.S.C. § 136/(a), to commence a civil administrative proceeding on the violations described in the Findings of Fact and Conclusions of Law section below; and (b) the factual allegations contained herein.

8. By signing this Consent Agreement, Respondent explicitly and knowingly waives each of the following:

- a. the right to request a hearing as provided at 40 C.F.R. § 22.15(c);
- b. any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial; and



c. any right it may have to contest the allegations in this Consent Agreement or to challenge the lawfulness of the accompanying Final Order ratifying it or to appeal or otherwise seek review of this CAFO in any forum.

**Statutory and Regulatory Authorities**

9. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines the term “person” to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.

10. Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A) states, in relevant part, that a pesticide is “misbranded” if its labeling bears any statement, design or graphic representation relative thereto or to its ingredients which is false and misleading in any particular.

11. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), defines “label” as the written, printed, or graphic matter on, or attached to, the pesticide or any of its containers or wrappers.

12. Section 2(p)(2)(A) of FIFRA, 7 U.S.C. § 136(p)(2)(A), defines, in relevant part, “labeling” to mean all labels or other written, printed, or graphic matter (a) accompanying the pesticide or (b) to which reference is made on the label or in literature accompanying the pesticide.

13. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines, in relevant part, the term “pest” to include any fungus, virus, bacteria or other micro-organism.

14. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines, in relevant part, the term “pesticide” as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.

15. Section 2(aa) of FIFRA, 7 U.S.C. § 136(aa), defines “state” to mean a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, the Trust Territory of the Pacific Islands, and American Samoa.

16. Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), defines (dd) “establishment” to mean any place where a pesticide or device or active ingredient used in producing a pesticide is produced, or held, for distribution or sale.

17. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines, in relevant part, the term “distribute or sell” to mean to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.

18. Pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a, no person may distribute or sell any pesticide that is not registered. Registration includes EPA’s review and approval of a pesticide product’s label and other associated labeling. Approved labeling generally includes all permissible efficacy claims, instructions for the product’s use, and various warning and precautionary statements to protect the pesticide user, human health, and the environment.



19. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides, in relevant part, that “it shall be unlawful for any person in any State to distribute or sell any pesticide that is not registered under section 136a.”

20. Section 7(a) of FIFRA, 7 U.S.C. § 136e(a), prohibits any person to produce any pesticide or active ingredient used in producing a pesticide in any State unless the establishment in which it is produced is registered with the Administrator. The application for registration of any establishment shall include the name and address of the establishment and of the producer who operates such establishment. 7 U.S.C. § 136e(c).

21. Pursuant to the authority in Section 25(a) of FIFRA, 7 U.S.C. § 136w(a), the Administrator promulgated the pesticide registration regulations at 40 C.F.R. Part 152 and the labeling requirements for pesticides found at 40 C.F.R. Part 156.

22. The regulation codified at 40 C.F.R. §§ 156.10(a)(1)(i) through (ix) directs the display of specific information on a registered pesticide’s label including ingredient information, the product’s EPA registration number and the producing establishment’s number.

23. Section 17(a) of FIFRA, 7 U.S.C. § 136o(a), provides that no pesticide, device or active ingredient used in producing a pesticide intended solely for export to any foreign country shall be deemed in violation of this subchapter: (1) when prepared or packed according to the specifications or directions of the foreign purchaser, except that producers of such pesticides and devices and active ingredients used in producing

pesticides shall be subject to sections 136(p), 136(q)(1)(A), (C), (D), (E), (G), and (H), 136(q)(2)(A), (B), (C)(i) and (iii), and (D), 136e, and 136f of this title; and (2) in the case of any pesticide other than a pesticide registered under section 136a or sold under section 136d(a)(1) of this title, if, prior to export, the foreign purchaser has signed a statement acknowledging that the purchaser understands that such pesticide is not registered for use in the United States and cannot be sold in the United States under this subchapter. A copy of that statement shall be transmitted to an appropriate official of the government of the importing country.

24. EPA's regulations at 40 C.F.R. §§ 168.70 and 168.75 state that pesticides intended solely for export are not required to be registered in the U.S. as long as the exporter complies with the labeling and other applicable requirements, which includes the submission of a foreign purchaser acknowledgement statement ("FPAS") to EPA.

25. Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), provides it shall be unlawful for any person who is a registrant, wholesaler, dealer, retailer, or other distributor to fail to file required reports.

26. Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), provides, in relevant part, that "[a]ny . . . wholesaler, dealer, retailer, or other distributor who violates any provision of this subchapter may be assessed a civil penalty by [EPA] of not more than \$5,000 for each offense. . ." The Federal Civil Penalties Inflation Adjustment Act of 1990, as amended, 28 U.S.C. § 2461, and its implementing regulations at 40 C.F.R. Part



19, have increased the amount to \$24,855 for each offense occurring after November 2, 2015, where penalties are assessed on or after January 8, 2025.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

27. Respondent is and has been at all times relevant to the matters asserted below, a corporation duly registered under the laws of the Commonwealth of Puerto Rico, and therefore, a "person" as that term is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

28. On July 7, 2017, Olein registered a pesticide-producing establishment, EPA Est. No. 93190-PR-1, at 500 Ernesto Carrasquillo Road, Yabucoa, Puerto Rico.

29. On March 20, 2020, EPA received information regarding Done Antibacterial Disinfectant Spray, a product being sold in Puerto Rico. The information received included two photos of the product which showed the front and back of the Done Antibacterial Disinfectant Spray label.

30. The Done Antibacterial Disinfectant Spray label in the photos did not comport with FIFRA in multiple ways:

- a. It displayed conflicting information about the product's active ingredients, stating that it contained "alcohol 99.0%" but also stating it contained "Isopropyl alcohol 58.00%."
- b. It displayed pesticidal claims including "Eliminate germs and bacteria," "Can be used to eliminate germs on commonly touched hard and soft surfaces," "To disinfect: Surfaces must remain wet for 3 minutes," and "To

sanitize: surfaces must remain wet for 10 seconds,” but did not display an EPA registration number for the product nor an EPA establishment number for the producing facility, although the label indicated that the product was manufactured by Olein.

c. The product label was also not firmly affixed to the container and peeled off to reveal a label for a butane product underneath.

31. The product label in the photos also referenced the Done Products Facebook and Instagram pages and DoneProducts.com.

32. In March 2020, EPA Inspectors contacted Olein corporate representatives to gather more information.

33. During the March 2020 phone call, Jorge González-Camp, President of Olein (“Mr. González-Camp”), stated that Olein had not sought EPA registration for any of its pesticide products. Yolanda Rivas, Olein’s Head of Laboratory, further explained that Olein was producing not only the Done Antibacterial Disinfectant Spray, but also an antibacterial floor cleaner, and had been doing so since March 14, 2020.

34. Mr. González-Camp further stated during the call that in response to the emerging Covid-19 crisis Olein had converted all its production lines to focus solely on “antibacterial” products and that Olein had produced and distributed over 200,000 units of the Done Antibacterial Disinfectant Spray. Olein directly distributed these products to stores in Puerto Rico. Mr. González-Camp added that the Done Antibacterial



Disinfectant Spray had also been donated to hospitals, nursing homes, and veterans' associations as a means to address the Covid-19 crisis on the island.

35. Mr. González-Camp further stated that Olein had initially used new but empty cans pre-printed with a butane label, as these were readily available at the facility and Olein's canister distributor was experiencing delayed delivery times, which were then relabeled with a Done Antibacterial Disinfectant Spray label.

36. At all times relevant, Done Antibacterial Disinfectant Spray and Done Antibacterial Floor Cleaner were unregistered pesticides.

37. As the producer and distributor of pesticides including Done Antibacterial Disinfectant Spray and Done Antibacterial Floor Cleaner, Olein was at all times relevant a "producer" of pesticides as defined by FIFRA § 2(w), 7 U.S.C. § 136(w), and a "distributor" of pesticides within the meaning of § 14(a)(1) of FIFRA, 7 U.S.C. § 136(a)(1).

38. On April 1, 2020, the Puerto Rico Department of Agriculture ("PRDA") issued a cease-and-desist order to Olein to stop the sale and distribution of the Done Antibacterial Spray, Done Antibacterial Floor Cleaner, and two additional unregistered pesticides (Sacató Antibacterial and Done Power Foam Bathroom Cleaner) identified by PRDA as being (and having been) produced, distributed, and sold by Olein.

39. On April 7, 2020, the EPA sent an e-mail to Olein with FIFRA compliance information, including the regulations requiring the registration of pesticides. The EPA e-mail also noted, among other things, that the Done Products' website

(<https://doneproducts.com/>) and the Instagram and Facebook pages, as well as the Facebook page for Sacat6 products, were still advertising unregistered antibacterial products and their availability in Puerto Rico at named retailers. The e-mail asked Olein to respond to the email with the actions it intended to take regarding removing advertisements for unregistered pesticides from the internet.

40. The following day (April 8, 2020), Olein responded via letter stating that the person responsible for social media marketing had been instructed to remove all Sacat6 advertisements and any future related ad placement.

41. On May 26, 2020, EPA observed a Facebook ad with a link to the Cristal Products Facebook page which displayed a photo of an additional unregistered pesticide (Sacat6 Multi-Surface Spray with Alcohol) produced and distributed by Olein. A caption above the photo read: *Ahora podr6s descontaminar todo tipo de superficies.*<sup>1</sup>

42. Upon analysis of the labels and labeling for Olein products offered for sale online, EPA determined that pesticidal claims were made on the labels and in labeling of several products: Done Antibacterial Disinfectant Spray ("eliminate germs and bacteria," "can be used to eliminate germs on commonly touched hand and soft surfaces"); Done Antibacterial Floor Cleaner ("antibacterial"); Done Power Foam Bathroom Antibacterial Cleaner (pesticidal claims on 2019 label: "reduces viruses, bacteria and mildew," "to disinfect," and "antibacterial"); Sacat6 Antibacterial Surface Sanitizer ("disinfect kitchens, upholstery and bathrooms," "can be used to eliminate

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<sup>1</sup> In English, "Now you'll be able to decontaminate all sort of surfaces."



germs on commonly touched hard and soft surfaces”); and Sacat6 Antibacterial Multi-Surface Cleaner & Sanitizer (“daily cleaner with antibacterial”). None of these products were registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

43. In a letter dated June 15, 2020, EPA requested additional information from Olein about its production and distribution of pesticides.

44. According to the information provided by Olein in its August 14, 2020 response, the Done Antibacterial Disinfectant Spray, Done Antibacterial Floor Cleaner, Done Power Foam Bathroom Antibacterial Cleaner, Sacat6 Antibacterial Surface Sanitizer and Sacat6 Antibacterial Multi-Surface Cleaner & Sanitizer, were produced in two establishments owned by Olein in the Municipality of Yabucoa from at least August 2019 through March 2020, only one of which was an establishment registered with EPA pursuant to Section 7 of FIFRA.

45. Olein’s response specified that Olein had produced Done Antibacterial Floor Cleaner from October 2019 until March 2020, and Sacat6 Antibacterial Multi-Surface Cleaner & Sanitizer in March 2020, at a facility located at State Road #3, Km. 90.4, Aguacate Ward, Yabucoa (the “Second Establishment”).

46. Olein’s response further included an admission that it had exported Done Antibacterial Disinfectant Spray and Sacat6 Multi-Surface Cleaner & Sanitizer to the British Virgin Islands and Done Antibacterial Disinfectant Spray to St. Martin on March 25, 2020, without the filing of an FPAS with EPA prior to either shipment.

47. Respondent also reported to EPA that after April 1, 2020, it had voluntarily recalled over 100,000 units of Done Antibacterial Disinfectant Spray sold to retailers in Puerto Rico, arranged for the proper disposal of products shipped for distribution in the United States Virgin Islands, reversed all sales of these recalled products, and returned the money associated with these sales to purchasers of the same.

48. In 2019 and 2020, Respondent produced, sold and distributed the following unregistered pesticides: Done Antibacterial Disinfectant Spray; Done Antibacterial Floor Cleaner; Done Power Foam Bathroom Antibacterial Cleaner; Sacat6 Antibacterial Surface Sanitizer; and Sacat6 Antibacterial Multi-Surface Cleaner & Sanitizer.

49. Each of Respondent's sales and distributions of the aforementioned unregistered products constitutes an unlawful act pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), for which a penalty may be independently assessed.

50. From approximately August 2019 through March 2020, Respondent produced pesticides at the Second Establishment, including Done Antibacterial Floor Cleaner and Sacat6 Antibacterial Multi-Surface Cleaner & Sanitizer.

51. The Second Establishment was not registered with EPA until August 21, 2020.



52. Respondent's productions of pesticides at the Second Establishment constitutes an unlawful act pursuant to Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), for which a penalty may be assessed.

53. Respondent subsequently submitted Section 7 pesticide production reports to EPA for the unregistered pesticides produced at the First and Second Establishments and has since filed Section 7 pesticide production reports for any pesticides produced at these Establishments for 2021, 2022, 2023, and 2024.

54. On March 25, 2020, Respondent exported Done Antibacterial Disinfectant Spray and Sacató Multi-Surface Cleaner & Sanitizer to the British Virgin Islands; and Done Antibacterial Disinfectant Spray to St. Martin, without filing the FPAS to EPA prior to each shipment.

55. Each of Respondent's exports of unregistered pesticides without filing the FPAS to EPA prior to each shipment constitute unlawful acts pursuant to Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), for which a penalty may be independently assessed.

56. On April 21, 2023, Respondent obtained an EPA registration for an antimicrobial household cleaning product (EPA Reg. No. 93190-1) bearing EPA-approved claim that the product, when used in accordance with label directions, "disinfects, sanitizes, and cleans" and "kills 99.9% of" a wide variety of microbes, including "germs", "bacteria" and "viruses" including "human coronavirus."

### **Penalty**

57. Respondent agrees to pay a civil penalty in the amount of **three hundred thousand dollars (\$300,000)** ("Assessed Penalty"), payable in two installments. Pursuant to Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), Complainant has determined that the Assessed Penalty is an appropriate amount to settle this action. In determining the penalty amount and payment schedule, Complainant has considered the appropriateness of the penalty to the size of Respondent's business, the effect on Respondent's ability to continue in business, the gravity of the violations, and, further, in accord with the guidance of EPA's Enforcement Response Policy for the Federal Insecticide, Fungicide, and Rodenticide Act, dated December 2009 ("FIFRA ERP"), Respondent's good faith and timely efforts to address and mitigate the allegations. Respondent has separately certified, in a statement dated February 25, 2025, its inability to pay the full civil penalty within thirty (30) days of the Effective Date without experiencing an undue financial hardship, which EPA has relied upon in entering into this payment schedule.

58. Respondent consents to pay the Assessed Penalty as follows:

- a. The Assessed Penalty will be paid in two equal installments, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at the IRS standard payment rate. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be (\$302,625). The first payment must be received by EPA *on or before* thirty



(30) calendar days from the date on which the Regional Judicial Officer ("RJO") signs the Final Order located at the end of this CAFO (the "Due Date").

Respondent's subsequent payment shall thereafter be due in ninety (90) days from said Filing Date.

b. Respondent shall make payments in accordance with the following schedule:

Payment	Payment shall be made no later than	Principal Amount	Interest Amount	Total Payment Amount
1	30 days from RJO Signature	\$150,000.00	\$0.00	\$150,000.00
2	90 days from RJO Signature	\$150,000.00	\$2,625.00	\$302,625.00

c. Notwithstanding Respondent's agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$300,000 within thirty (30) days of the RJO's signature and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

59. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For

additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

60. When paying the Assessed Penalty Respondent shall:
- a. Identify the payment with Respondent's name and the docket number of this Consent Agreement, FIFRA-02-2025-5093.
  - b. Concurrently with payment or within twenty-four (24) hours of payment, Respondent shall serve proof of such payment by email to the following persons:

Regional Hearing Clerk  
U.S. Environmental Protection Agency Region 2  
[Maples.karen@epa.gov](mailto:Maples.karen@epa.gov)

Kristen Ridarick  
[Ridarick.Kristen@epa.gov](mailto:Ridarick.Kristen@epa.gov)


and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

61. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.



62. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts:



a. Interest: Interest begins to accrue from the date on which the Regional Judicial Officer of EPA Region 2 signs the Final Order accompanying this Consent Agreement. If the Assessed Penalty is paid in full within 30 days, interest accrued is waived. If the Assessed Penalty is not paid in full within 30 days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the IRS standard underpayment rate, as any lower rate would fail to provide Respondent adequate incentive for timely payment.

b. Handling Charges: Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts.

c. Late Penalty Charge: A late penalty charge of six percent (6%) per year will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, or other charges, that remain delinquent more than ninety (90) days.

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

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (*i.e.*, the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service ("IRS") for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Request that the Attorney General bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136/(a)(5).

64. Allocation of Payments: Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges,



second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

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

66. Form W-9. Pursuant to 26 U.S.C. § 6050X and 26 U.S.C. § 1.6050X-1, EPA is required to send to the IRS, annually, a completed Form 1098-F "Fines, Penalties, and Other Amounts" with respect to any court order or settlement agreement reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or the inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to "come into compliance" with a law. EPA is further required to furnish a written statement, which represents the same information provided to the EPA, to each payor (*i.e.*, a copy of Form 1098-F).

Failure to comply with providing IRS Form W-9, or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724 (d)(3) and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. If Respondent is not subject to the US Tax Code, it shall complete a W-8 BEN-E ("Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities), which is available at

<https://www.irs.gov/forms-pubs/about-form-w-8-ben-e>.

- i. Respondent shall email its completed IRS Form W-8 BEN-E to EPA's Cincinnati Finance Center at [Wise.Milton@epa.gov](mailto:Wise.Milton@epa.gov) within 30 days after the Regional Judicial Officer signs the Final Order ratifying this Agreement, and EPA recommends encrypting IRS Form 8 BEN-E email correspondence.
- b. If Respondent is subject to the US Tax Code, it shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
  - i. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN.
  - ii. Respondent shall email its completed IRS Form W-9 to EPA's Cincinnati Finance Center at [Wise.Milton@epa.gov](mailto:Wise.Milton@epa.gov) within thirty (30) days after the Regional Judicial Officer signs the Final Order ratifying this Agreement, and EPA recommends encrypting IRS Form W-9 email correspondence; and,
  - iii. In the event Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within thirty (30) days after the Effective Date, then Respondent, using the same email address, identified in the preceding subparagraph, shall further:



1. notify EPA's Cincinnati Finance Center of this fact, via email, within thirty (30) days from the date of the Regional Administrator's signature of the Final Order, and
2. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

**Certifications**

67. Respondent certifies that, to the best of its knowledge, it has corrected the violations alleged above and is currently in compliance with all applicable provisions of FIFRA, 7 U.S.C. §§ 136-136y, and its implementing regulations, including the requirements regarding the lawful distribution and sale of pesticides.


68. In executing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission and is at the time of signature of this CAFO, truthful, accurate, and complete.

69. Respondent acknowledges its awareness that false or misleading certification and submission of false or misleading information or documentation 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 or documentation certified to and/or provided and/or representations made to Complainant is false or, in any material respect, inaccurate.

**General Provisions**

70. This Consent Agreement is being voluntarily and knowingly entered into by the Complainant and Respondent. Respondent has read the Consent Agreement, understands its terms, finds it to be acceptable, and consents to its terms and to the issuance of the accompanying Final Order ratifying this Consent Agreement. Respondent agrees that this Consent Agreement, as it is subsequently to be ratified with execution of the accompanying Final Order, constitutes the entire agreement between the parties and all terms of settlement area set forth herein.

71. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the civil penalty in accordance with the terms of this Consent Agreement. Full payment of this penalty shall not in any case affect the authority of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. Full payment of the penalty shall only resolve Respondent's liability for federal civil penalties for the facts and violations described in Paragraphs 48 to 54 above. Nothing in this Consent Agreement and Final Order shall be construed as a release from any other action under any law and/or regulation administered by EPA.



72. This Consent Agreement is not intended and is not to be construed to waive, extinguish, or otherwise affect Respondent's obligation to comply with applicable federal, state, or local laws, rules, or regulations, 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



Consent Agreement is not intended and is not to be construed to waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of FIFRA and the regulations promulgated thereunder.

73. Compliance with the requirements and provisions of this Consent Agreement shall not constitute a defense to any subsequent (*i.e.*, following the filing of this document) action, suit, or proceeding EPA (or the United States Department of Justice, on behalf of EPA) may commence pursuant to any applicable federal statutory or regulatory provision for any violation(s) occurring after the date of the execution of the Final Order accompanying this Consent Agreement, or for any violation(s) of FIFRA statutory or regulatory requirements or prohibitions not alleged herein but that may have occurred prior to the date of the execution of the Final Order accompanying this Consent Agreement.

74. Respondent consents to the use of electronic signatures in this matter and to service upon it of a copy of this CAFO by an EPA employee other than the Regional Hearing Clerk via electronic mail to the following addressees:  
James P. Rathvon: [jprathvon@gmail.com](mailto:jprathvon@gmail.com); and Guillermo Silva-Wiscovich: [gsilva@bioslawpr.com](mailto:gsilva@bioslawpr.com). Delivery of the fully executed document to the email address in this paragraph shall constitute Respondent's receipt and acceptance of the CAFO.

75. Unless the below-named EPA contacts are later advised otherwise in writing via electronic mail, EPA shall address any written future correspondence

(including any correspondence related to payment of the penalty in accordance with the provisions of this CAFO), to the addressees identified in the preceding paragraph.

76. Any responses, documentation, and other communication submitted to EPA in connection with this Consent Agreement shall be sent by email to:

Kristen Ridarick  
[Ridarick.Kristen@epa.gov](mailto:Ridarick.Kristen@epa.gov)

and

Carolina Jordán-García  
[Jordan-Garcia.Carolina@epa.gov](mailto:Jordan-Garcia.Carolina@epa.gov)

77. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any criminal or civil action or other administrative proceeding, except in an action or proceeding to enforce or seek compliance with this Consent Agreement and its accompanying Final Order.

78. Each undersigned signatory to this Consent Agreement certifies that: (a) he or she is duly and fully authorized to enter into this Consent Agreement and all the terms, conditions and requirements set forth in this Consent Agreement and Final Order, 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.

79. The terms of this Consent Agreement bind Respondent, its successors, and assigns. By signing this agreement, Respondent's signatory certifies that he or she





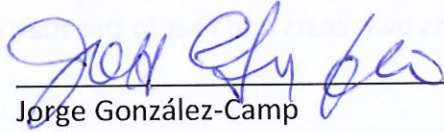
has the authority to sign for Olein and to bind Respondent, its successors, and assigns to its terms.

80. Each party hereto agrees to bear its own costs and fees in this matter.



FOR RESPONDENT:

BY:



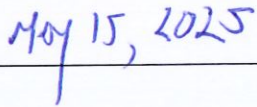
Jorge González-Camp

President

Olein Recovery Corporation

Yabucoa, Puerto Rico 00767

DATE:





FOR COMPLAINANT:

BY: \_\_\_\_\_

Kate Anderson

Director

Enforcement and Compliance Assurance Division ("ECAD")

US Environmental Protection Agency, Region 2

DATE: \_\_\_\_\_

**In the Olein Recovery Corp., FIFRA-02-2025-5093**

**FINAL ORDER**

The Regional Judicial Officer of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement in In the Matter of Olein Recovery Corp., bearing Docket Number FIFRA-02-2025-5093. The Consent Agreement, having been duly accepted and entered into by the parties, is hereby approved and incorporated into this Final Order. This Final Order is hereby issued and shall take effect when filed (either electronically or by hand) with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, New York. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3).

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Helen Ferrara  
Regional Judicial Officer  
U.S. Environmental Protection Agency - Region 2  
290 Broadway  
New York, New York 10007-1866

DATE: \_\_\_\_\_



**CERTIFICATE OF SERVICE**

I certify that I have this day caused to be sent the foregoing fully executed Consent Agreement and Final Order ("CAFO"), bearing the above-referenced docket number, in the following manner to the respective addressees listed below:

By Electronic Mail:

Karen Maples  
Office of the Regional Hearing Clerk  
U.S. Environmental Protection  
Agency, Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, New York 10007-1866  
[Maples.Karen@epa.gov](mailto:Maples.Karen@epa.gov)

By Electronic Mail:

James P. Rathvon  
Counsel for Olein Recovery Corp.  
Law Office of James P. Rathvon  
5814 Cromwell Drive  
Bethesda, Maryland 20816  
[jprathvon@gmail.com](mailto:jprathvon@gmail.com)

Guillermo Silva-Wiscovich  
Counsel for Olein Recovery Corp.  
Bauza Brau Irrizary & Silva  
PO Box 13669  
San Juan, Puerto Rico 00908  
[gsilva@bioslawpr.com](mailto:gsilva@bioslawpr.com)

Dated: \_\_\_\_\_, 2025  
Guaynabo, Puerto Rico

\_\_\_\_\_