



SUZANNE ANDREWS
Regional Counsel
United States Environmental Protection Agency, Region 9

MARCELA VON VACANO
Assistant Regional Counsel
United States Environmental Protection Agency,

Attorneys for Complainant

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9**
75 Hawthorne Street
San Francisco, California 94105

IN THE MATTER OF:) DOCKET NO. SDWA-09-2026-0009
)
Bendor, LLC.)
)
Respondent.) **CONSENT AGREEMENT
AND FINAL ORDER**
)
)
Proceedings under Sections 1423(c) of the)
Safe Drinking Water Act,)
42 U.S.C. §§ 300h-2(c))
)
)

CONSENT AGREEMENT

I. AUTHORITIES AND PARTIES

1. The United States Environmental Protection Agency, Region 9 ("EPA") and Bendor, LLC ("Respondent") (collectively with EPA the "Parties") agree to settle this matter and consent to the entry of this Consent Agreement and Final Order ("CA/FO"). This CA/FO is an administrative action commenced and concluded under Section 1423(c)(1) of the Safe Drinking Water Act ("SDWA"), 42 U.S.C. § 300h-2(c)(1), and Sections 22.13(b), 22.18(b)(2) and (3), and 22.45 of the Consolidated Rules of Practice Governing the Administrative Assessment

of Civil Penalties and the Revocation/Termination or Suspension of Permits, as codified at 40 C.F.R. Part 22.

2. Complainant is, by lawful delegation, the Director of the Enforcement and Compliance Assurance Division of EPA, Region 9. The Administrator of EPA delegated the authority to bring and settle this action under the SDWA to the Regional Administrator of EPA Region 9. In turn, the Regional Administrator further delegated the authority to bring this action and sign a consent agreement settling this action under the SDWA to the Director of the Enforcement and Compliance Assurance Division.

3. Respondent is Bendor, LLC, a limited liability company formed in the State of Idaho and registered to do business in Hawaii.

4. Respondent owns the property identified as Tax Map Key No. 4-2-8-008-007 and located at 5488 and 5482 Koloa Road, Koloa, Hawaii ("Property").

5. The Property encompasses two commercial buildings and five multiple dwelling residential buildings more specifically described as: 5488 Koloa Road, a commercial building; 5488-A Koloa Road, a 2-unit residential building; 5488-B Koloa Road, a 2-unit residential building; 5482 Koloa Road, a commercial building; 5482-A Koloa Road, a 1-unit residential building; 5482-B Koloa Road, a 1-unit residential building; and 5482-C Koloa Road, a 1-unit residential building.

6. Respondent is the owner or operator of three (3) large capacity cesspools located on the Property. Cesspool #1 is connected to the buildings located at 5482, 5482-A and 5488-A Koloa Road. Cesspool #2 is connected to the building located at 5488-B Koloa Road. Cesspool #3 is connected to the buildings located at 5482-B and 5482-C Koloa Road.

7. Where the Parties agree to settle one or more causes of action before the filing of a complaint, an administrative action may be commenced and concluded

simultaneously by the issuance of a consent agreement and final order. *See* 40 C.F.R. § 22.13(b).

8. The Parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

9. Respondent consents to the terms of this CA/FO, including the assessment of a civil penalty and the performance of the compliance requirements, both as specified below.

II. JURISDICTION AND WAIVER OF RIGHT TO JUDICIAL REVIEW AND HEARING

10. The Parties enter this agreement for the purpose of resolving claims brought by EPA for alleged violations of the SDWA. Consistent with 40 C.F.R. § 22.18(b), for purposes of the proceeding, Respondent admits the jurisdictional allegations of the CA/FO; neither admits nor denies specific factual allegations contained in the CA/FO; consents to the assessment of any stated civil penalty, and to any conditions specified in the Consent Agreement; and waives any right to contest the allegations and right to appeal the proposed Final Order accompanying the Consent Agreement. By signing this consent agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to, any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

11. Respondent waives any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this CA/FO including, but not limited to, its right to request a hearing under 40 C.F.R. § 22.15(c) and Section 1423(c)(3) of the SDWA, 42 U.S.C. §

300h- 2(c)(3); its right to seek federal judicial review of the CA/FO pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-06; any right to contest the allegations in this CA/FO; and its right to appeal this CA/FO under Section 1423(c)(6) of the SDWA, 42 U.S.C. § 300h-2(c)(6). Respondent also consents to the issuance of this CA/FO without further adjudication.

III. STATUTORY AND REGULATORY AUTHORITY

12. Section 1421 of the SDWA, 42 U.S.C. § 300h, requires that the Administrator of EPA promulgate regulations, which shall include permitting requirements as well as inspection, monitoring, recordkeeping, and reporting requirements, for state underground injection control (“UIC”) programs to prevent underground injection from endangering drinking water sources.

13. Section 1421(d)(1) of the SDWA, 42 U.S.C. § 300h(d)(1), defines “underground injection” as the subsurface emplacement of fluids by well injection and excludes the underground injection of natural gas for purposes of storage and the underground injection of fluids or propping agents (other than diesel fuels) pursuant to hydraulic fracturing operations related to oil, gas, or geothermal production activities.

14. Pursuant to Sections 1421 and 1422 of the SDWA, 42 U.S.C. §§ 300h and 300h- 1, respectively, EPA has promulgated UIC regulations at 40 C.F.R. Parts 124, 144, 146, 147 (Subpart M), and 148.

15. 40 C.F.R. § 144.1(g) provides that the UIC programs regulate underground injection by six classes of wells, and all owners or operators of these injection wells must be authorized either by permit or rule.

16. Section 1401(6) of the SDWA, 42 U.S.C. § 300f(6), and 40 C.F.R. § 144.3 define “contaminant” as any physical, chemical, biological, or radiological substance or matter in water.

17. 40 C.F.R. § 144.3 defines “fluid” as any material or substance which flows or moves whether in a semisolid, liquid, sludge, gas, or any other form or state.

18. 40 C.F.R. § 144.3 defines “well injection” to mean the subsurface emplacement of fluids through a well.

19. 40 C.F.R. § 144.3 defines “well” to mean, in relevant part, a dug hole whose depth is greater than the largest surface dimension.

20. 40 C.F.R. § 144.3 defines a “cesspool” as a “drywell,” which is a type of “well” that is completed above the water table.

21. 40 C.F.R. § 144.81(2) defines “large capacity cesspools” (“LCCs”) to include “multiple dwelling, community or regional cesspools, or other devices that receive sanitary wastes, containing human excreta, which have an open bottom and sometimes perforated sides.” LCCs do not include single-family residential cesspools or non-residential cesspools which receive solely sanitary waste and have the capacity to serve fewer than twenty (20) persons per day. *Id.*

22. 40 C.F.R. §§ 144.80(e) and 144.81(2) classify LCCs as Class V injection wells.

23. 40 C.F.R. § 144.3 defines Class V injection wells as a “facility or activity” subject to regulation under the UIC program.

24. Section 1401(12) of the SDWA, 42 U.S.C. § 300f(12), defines “person” as an individual, corporation, company, association, partnership, State, municipality, or

Federal agency (and includes officers, employees, and agents of any corporation, company, association, State, municipality, or Federal agency). *See also* 40 C.F.R. § 144.3.

25. 40 C.F.R. § 144.3 defines “owner or operator” to mean the owner or operator of any “facility or activity” subject to regulation under the UIC program.

26. Pursuant to 40 C.F.R. § 144.82, the “owner or operator” of a Class V well “must comply with Federal UIC requirements in 40 C.F.R. Parts 144 through 147,” and must also “comply with any other measures required by States or an EPA Regional Office UIC Program to protect [underground sources of drinking water].”

27. 40 C.F.R. §§ 144.84(b)(2) and 144.88 requires owners or operators of existing LCCs to have closed them by April 5, 2005. New LCCs were prohibited as of April 5, 2000. *Id.*

28. Pursuant to Section 1422(c) of the SDWA, 42 U.S.C. § 300h-1(c), and 40 C.F.R. § 147.601, EPA administers the UIC program in the State of Hawaii.

29. Section 1423(a)(2) of the SDWA, 42 U.S.C. § 300h-2(a)(2), provides that any person found to be in violation of any requirement of an applicable UIC program in a state that does not have primacy may be assessed a civil penalty and be subject to an order requiring compliance pursuant to Section 1423(c)(1) of the SDWA, 42 U.S.C. § 300h-2(c)(1).

30. Under Section 1423(c)(1) of the SDWA, 42 U.S.C. § 300h-2(c)(1), and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than \$28,619 for each day of violation, up to a maximum administrative penalty of \$357,729 where penalties are assessed after January 8, 2025, and issue an order requiring compliance.

IV. FACTUAL ALLEGATIONS AND ALLEGED VIOLATIONS

31. Respondent is a company, association and/or partnership and therefore is a “person” within the meaning of Section 1401(12) of the SDWA, 42 U.S.C. § 300f(12), and 40 C.F.R. § 144.3.

32. Respondent owns the Property which is identified as TMK No. 4-2-8-008-007 and encompasses the buildings located at 5488 (including 5488-A through C) and 5482 Koloa Road (including 5482-A through C), Koloa, Hawaii. The Property encompasses two (2) commercial buildings and five (5) residential buildings which are known as Bendor Village.

33. Respondent is the “owner” or “operator” of three (3) large capacity cesspools at the Property as follows:

a. Cesspool #1 collects sanitary wastewater from (i) the commercial building with a $\frac{1}{2}$ bath and laundry room located at 5482 Koloa Road; (ii) the 1-unit residential building with a $\frac{3}{4}$ bath, $\frac{1}{2}$ bath and a residential kitchen located at 5482-A Koloa Road; and (iii) the 2-unit residential building with a $\frac{3}{4}$ bath and a residential kitchen located at 5488-A Koloa Road.

b. Cesspool #2 collects wastewater from a 2-unit residential building with two $\frac{3}{4}$ bathrooms and two residential kitchens located at 5488-B Koloa Road.

c. Cesspool #3 collects wastewater from a 1-unit residential building with a $\frac{3}{4}$ bathroom and a residential kitchen

located at 5482-B Koloa Road; and a 1-unit residential building with a $\frac{3}{4}$ bathroom.

34. EPA alleges that the three cesspools which service the Property meet the regulatory criteria of a LCC, as that term is described at 40 C.F.R. § 144.81(2), in that each of the cesspools serves multiple dwellings and/or has the capacity to serve twenty (20) or more persons per day.

35. To date, Respondent has not closed the LCCs at the Property.

36. EPA alleges that each day that Respondent's failure to close the alleged LCCs at the Property after April 5, 2005, constitutes a violation of 40 C.F.R. §§ 144.84(b)(2) and 144.88.

V. SETTLEMENT TERMS

A. Civil Penalty

37. Section 1423(c)(4)(B) of the SDWA, 42 U.S.C. 300h-2(c)(4)(B), requires the Administrator to take into account the seriousness of the violation, the economic benefit (if any) resulting from the violation, any history of such violations, any good faith efforts to comply with the applicable requirements, the economic impact of the penalty on the violator, and such other matters as justice may require, when assessing a civil penalty for violations of the SDWA.

38. Within thirty (30) days of the Effective Date of this CA/FO, Respondent must pay a civil penalty of TWENTY-ONE THOUSAND DOLLARS (\$21,000) as directed in paragraph 39 below.

39. 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 any payments made after September 30, 2025, and in accordance with the March 25, 2025 Executive Order on [Modernizing Payments To and From America's Bank Account](#), Respondent shall pay using one of the electronic payments methods listed on [EPA's How to Make a Payment website](#) and will not pay with a paper check.

40. After payment, Respondent shall immediately provide proof of payment to the Regional Hearing Clerk at the following address:

Regional Hearing Clerk
U.S. Environmental Protection Agency, ORC-1
75 Hawthorne Street San Francisco, CA 94105
r9HearingClerk@epa.gov

Respondent shall also send notice of payment and a transmittal letter via email to the EPA Region 9 Enforcement and Compliance Assurance Division's Enforcement Officer and the EPA Region 9 Office of Regional Counsel attorney identified in Paragraph 59.

41. This civil penalty represents an administrative civil penalty and shall not be deductible for purposes of federal taxes. 26 U.S.C. § 162(f).

42. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, in addition to any stipulated penalties due under Paragraphs 49-54, Respondent must pay the following on any penalty amount overdue under this CA/FO: interest accrued on any overdue amount from the date payment was due at a rate established by the Secretary of the Treasury pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses, including but not limited to attorneys' fees and costs incurred by the United States for collection proceedings; a \$15

handling charge fee each month that any portion of the penalty is more than thirty (30) days past due; and 6% per year penalty on any principal amount ninety (90) days past due.

43. If Respondent does not pay timely the civil penalty due under Paragraph 38 and/or any stipulated penalties due under Paragraphs 49-54, EPA may request the United States Department of Justice bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties, and the United States' enforcement expense for the collection action under Section 1423(c)(7) of the SDWA, 42 U.S.C. § 300h-2(c)(7). The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.

B. Compliance Requirements

44. As required by Section 1423(c)(1) of the Act, 42 U.S.C. § 300h-2(c)(1), and consistent with the timeframes set forth below, Respondent shall:

- a. Within thirty (30) days of the Effective Date of the final CA/FO, provide a status report regarding closure of the LCCs, and thereafter provide a monthly report by the end of the month until the LCCs are closed.
- b. By December 31, 2026, close the LCCs in accordance with 40 C.F.R. §§ 144.84(b)(2), 144.88(a), and 144.89(a), and all other applicable requirements, including all Hawaii Department of Health (“HDOH”) closure, conversion, and/or replacement requirements.
 - i. If Respondent connects to a municipal sewer system, then that connection shall comply with all applicable federal,

state, and county laws, regulations, and permitting requirements governing connection to the sewer system;

ii. Alternatively, if Respondent installs one or more replacement wastewater systems, such as Individual Wastewater Systems (“IWS”), then installation and operation of such systems shall comply with all applicable federal, state, and county laws, regulations, and permitting requirements, including those of the HDOH.

c. Within thirty (30) days of the closure of each of the LCCs, submit to EPA a Final LCC Closure Report which includes the following information for each LCC:

i. A description of the process by which the LCC was closed, including the equipment used;

ii. Photographic evidence of construction and completion;

iii. Identification of the contractor(s) providing the service;

iv. A copy of the cesspool backfill closure report; and

v. A copy of all approvals related to the closure of the LCCs and any replacement wastewater systems, such as sewer connection or an IWS or, issued by HDOH, the County of Kauai, or any other agency. Should the applicable agency issue its approval after the Final LCC Closure Report is due, Respondent shall note the pending status and submit the approval to EPA within fourteen (14) days of Respondent’s

receipt of the approval.

45. Where any compliance obligation under this Section requires Respondent to obtain a federal, state, or local permit, approval or waiver, Respondent shall submit timely and complete applications to obtain all such permits or approvals. Respondent may seek relief under the provisions of Section F (“Force Majeure”) of this CA/FO for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval related to fulfill such obligation, including section 44(b)(i) and 44(b)(ii), if Respondent has submitted timely and complete applications to obtain all such permits, approvals or waivers.

46. If Respondent fails to comply with the requirements set forth in Paragraph 44 above, EPA may request that the United States Department of Justice bring an action to seek penalties for violating this CA/FO under Section 1423(b) of the SDWA, 42 U.S.C. § 300h-2(b).

C. Reporting Requirements

47. Respondent shall submit progress reports to the EPA Region 9 Compliance Officer each month with the first report within thirty (30) days after the Effective Date of this CA/FO. Subsequent reports shall be due by the end of the month until the Final LCC Closure Reports have been submitted. Each progress report shall detail Respondent’s work during the three-month period towards meeting all applicable compliance deadlines.

48. Each progress report must be accompanied with a certification, as described in Paragraph 60 from Respondent’s authorized representatives.

D. Stipulated Penalties

49. Respondent shall pay stipulated penalties in accordance with this Section for any violations of this CA/FO.

50. If Respondent fails to make the payment specified in Section V.A. or fails to comply with the requirements regarding the closure of the alleged LCCs at the Site specified in Section V.B., Respondent agrees to pay in addition to the assessed penalty, a stipulated penalty of \$300 per day per violation for each day the Respondent is late meeting the applicable requirements.

51. If Respondent fails to timely submit any reports, such as those required under Sections V.B. or V.C., in accordance with the timelines set forth in this CA/FO, Respondent agrees to pay a stipulated penalty of \$100 for each day after the report was due until Respondent submits the report in its entirety.

52. Respondent agrees to pay any stipulated penalties within thirty (30) days of receipt of EPA's written demand for such penalties. All penalties shall begin to accrue on the first date of noncompliance and shall continue to accrue through the date of completion of the delinquent CA/FO requirement. Respondent will use the method of payment specified in Paragraph 39 and agree to pay interest, handling charges and penalties that accrue for late payment of the stipulated penalty in the same manner as set forth in Paragraph 39.

53. Neither the demand for, nor payment of, a stipulated penalty relieves Respondent of its obligation to comply with any requirement of this CA/FO or modifies or waives any deadlines set forth in this CA/FO.

54. EPA may, in the unreviewable exercise of its discretion, elect to pursue any other administrative or judicial remedies for violations of this CA/FO in addition to or in lieu of assessing stipulated penalties and/or reduce or waive stipulated penalties due under this CA/FO.

E. Tax Identification

55. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service (“IRS”) a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements) that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Respondent’s 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. To provide EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable.

- a. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irspdf/fw9.pdf>.

- b. 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.
- c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division at sherrer.dana@epa.gov, on or before the date that Respondent's initial penalty payment is due, pursuant to Paragraphs 38 and 39 of the CA/FO, or within 7 days should the order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence.
- d. If Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

F. Force Majeure

56. For purposes of this CA/FO, Force Majeure is defined as any event arising from causes that are beyond the control of Respondent, any entity controlled by Respondent, or Respondent's contractors, which delays or prevents the performance of any obligation under this CA/FO, including section 44(b)(i) and 44(b)(ii), despite Respondent's reasonable best efforts to fulfill the obligation. The requirement that Respondent exercise "reasonable best efforts to fulfill the obligation" includes using reasonable best efforts to anticipate any potential Force Majeure event and reasonable best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or

minimize any resulting delay to the greatest extent possible. Examples of Force Majeure events include, but are not limited to, unforeseeable environmental, geological, or archaeological conditions; or pandemics, epidemics, or disease, or the failure to obtain, or delay in obtaining a permit, as provided in Paragraph 45 above. Examples of events that are not Force Majeure include, but are not limited to, increased costs or expenses of any work to be performed under this CA/FO and normal inclement weather.

57. Respondent shall exercise its best efforts to avoid or minimize any delay and any effects of a delay. If any event occurs which causes or may cause delays meeting the deadlines set forth in this CA/FO, Respondent or its attorney shall, within seventy-two (72) hours of the delay or within seventy-two (72) hours of Respondent's knowledge of the anticipated delay, whichever is earlier, notify EPA points of contact in Paragraph 59 by email. Within fifteen (15) days thereafter, Respondent shall provide in writing the reasons for the delay, the anticipated duration of the delay, the measures taken or to be taken to prevent or minimize the delay, and a timetable by which those measures will be implemented. Failure to comply with the notice requirement of this Paragraph shall preclude Respondent from asserting any claim of Force Majeure.

58. If EPA agrees in writing that the delay or anticipated delay in compliance with this CA/FO has been or will be caused by circumstances beyond the control of Respondent, the time for performance may be extended for the period of the delay resulting from the circumstances causing the delay. In such event, EPA will grant in writing an extension of time. An extension of the time for performing an obligation granted by EPA pursuant to this Paragraph shall not, of itself, extend the time for performing a subsequent

obligation.

VI. SUBMISSIONS REQUIREMENTS

59. All reports, notifications, documentation, submissions, and other correspondence required to be submitted by this Order must be submitted to EPA electronically, to the extent possible. If electronic submittal is not possible, submissions may be made by certified mail (return receipt requested). The subject line of all email correspondence must include the facility name, docket number, and subject of the deliverable. All electronically submitted materials must be in final and searchable format, such as Portable Document Format (PDF) with Optical Character Recognition (OCR) applied. Electronic or mailed submissions shall be sent to the individuals identified below:

EPA Region 9
Enforcement and Compliance Assurance Division
Jelani Shareem
U.S. Environmental Protection Agency,
75 Hawthorne Street, ECAD-3-3
San Francisco, CA 94105
shareem.jelani@epa.gov

and

EPA Region 9
Office of Regional Counsel
Marcela von Vacano, Attorney
U.S. Environmental Protection Agency,
75 Hawthorne Street, ORC-2-3
San Francisco, CA 94105
vonvacano.marcela@epa.gov

60. All reports, notifications, documentation, and submissions must be signed by a duly authorized representative of Respondent and shall include the following statement consistent with 40 C.F.R. § 144.32(d):

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that the qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

61. If Respondent finds at any time after submitting information that any portion of that information is false or incorrect, the signee must notify EPA immediately. Knowingly submitting false information to EPA in response to this CA/FO may subject Respondent to criminal prosecution under Section 1423(b) of the SDWA, 42 U.S.C. § 300h-2(b), as well as 18 U.S.C. §§ 1001 and 1341.

62. Submissions required by this CA/FO shall be deemed submitted on the date they are sent electronically or on the date postmarked if sent by U.S. mail.

63. EPA may use any information submitted in accordance with this CA/FO in support of an administrative, civil, or criminal action against Respondent.

64. The information required to be submitted pursuant to this CA/FO is not subject to the approval requirements of the Paperwork Reduction Act of 1995, 44 U.S.C. § 3501 *et seq.*

VII. GENERAL PROVISIONS

65. Full payment of the penalty as described in Section V.A., above, and full compliance with this CA/FO as described in Section V.B. shall only resolve Respondent's liability for federal civil penalties for the violations and facts alleged in Section IV of this CA/FO. Violation of this CA/FO shall be deemed a violation of the SDWA for purposes of

Section 1423(b) of the SDWA, 42 U.S.C. § 300h-2(b).

66. The Parties consent to service of this CA/FO by e-mail at the following valid e-mail addresses:

For Complainant:

shareem.jelani@epa.gov and

vonvacano.marcela@epa.gov

For Respondent:

ben51188@comcast.net;

araceli@kcommercialrealty.com;

isandison@wik.com; and

jtam@wik.com

67. This CA/FO, inclusive of exhibits, appendices, and attachments, is the entire agreement between the Parties.

68. The provisions of this CA/FO shall apply to and be binding upon Respondent, and their respective officers, directors, employees, and successors or assigns. Action or inaction of any persons, firms, contractors, employees, agents, or corporations acting under, through, or for Respondent shall not excuse any failure of Respondent to fully perform their obligations under this CA/FO except for extensions of time to complete such obligations provided by EPA pursuant to Paragraphs 56-59.

69. Full compliance with this CA/FO does not in any manner affect the right of EPA or the United States to pursue appropriate injunctive relief or other equitable relief or

criminal sanctions for any violation of law, except with respect to the claims described in Section IV that have been specifically resolved by this CA/FO.

70. This CA/FO is not a permit or modification of a permit and does not affect Respondent's obligations to comply with all federal, state, local laws, ordinances, regulations, permits, and orders. Issuance of, or compliance with, this CA/FO does not waive, extinguish, satisfy, or otherwise affect Respondent's obligation to comply with all applicable requirements of the SDWA, regulations promulgated thereunder, or any order or permit issued thereunder, except as specifically set forth herein.

71. EPA reserves any and all legal and equitable remedies available to enforce this CA/FO, as well as the right to seek recovery of any costs and attorneys' fees incurred by EPA in any actions against Respondent for noncompliance with this CA/FO.

72. Unless otherwise specified, the Parties shall each bear their own costs and attorney fees in this action.

73. This CA/FO may be executed and transmitted by facsimile, email, or other electronic means, and in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute an instrument. If any portion of this CA/FO is determined to be unenforceable by a competent court or tribunal, the Parties agree that the remaining portions shall remain in full force and effect.

74. The undersigned representative of each party certifies that he or she is duly and fully authorized to enter into and ratify this CA/FO.

75. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section V.B. is

restitution or required to come into compliance with the law.

VIII. EFFECTIVE DATE

76. Pursuant to 40 C.F.R. § 22.45, this CA/FO will be subject to public notice and comment at least forty (40) days prior to it becoming effective through the issuance of the final order by the Regional Judicial Officer.

77. The Parties acknowledge and agree that final approval by EPA of this CA/FO is subject to 40 C.F.R. § 22.45(c)(4), which sets forth requirements under which a person not a party to this proceeding may petition to set aside a consent agreement and final order on the basis that material evidence was not considered.

78. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CA/FO shall be effective on the date that the final order contained in this CA/FO, having been approved and issued by either the Regional Judicial Officer or Regional Administrator, is filed with the Regional Hearing Clerk.

In re: Bendor, LLC, SDWA-09-2026-0009

Consent Agreement and Final Order

In the Matter of: Bendor, LLC, Docket No. SDWA-09-2026-0009

For Respondent Bendor LLC

Beverly Hashimoto
Bendor, LLC.

Beverly Hashimoto

For Complainant U.S. Environmental Protection Agency, Region 9

AMY MILLER-BOWEN

Digitally signed by AMY MILLER-BOWEN
Date: 2025.11.14 13:15:16 -08'00'

Date: // 2025

Amy C. Miller- Bowen, Director
Enforcement and Compliance Assurance Division

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 9

75 Hawthorne Street

San Francisco, California 94105

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FINAL ORDER

The United States Environmental Protection Agency Region 9 ("EPA") and Bendor, LLC ("Respondent"), having entered into the foregoing Consent Agreement, and EPA having duly publicly noticed the Stipulations and Findings and Final Order regarding the matters alleged therein,

IT IS HEREBY ORDERED THAT:

1. The foregoing Consent Agreement and this Final Order (Docket No. SDWA-9-2026-0009) be entered;
2. Respondent shall pay an administrative civil penalty of \$21,000 pursuant to Paragraph 38 of the Consent Agreement, to the Treasurer of the United States of America in accordance with the terms set forth in the Consent Agreement;
3. Respondent complete all Compliance Requirements in accordance with the terms set forth in Section V.B. of the Consent Agreement;
4. Respondent comply with all other requirements of the Consent Agreement.

This Consent Agreement and Final Order, as agreed to by the Parties, shall become effective on the date that it is filed with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. § 22.18, 22.31, and 22.45.

IT IS SO ORDERED.

Beatrice
Wong

 Digitally signed by
Beatrice Wong
Date: 2026.01.12
15:33:43 -08'00'

Date: _____

Beatrice Wong
Regional Judicial Officer, Region 9
U.S. Environmental Protection Agency

CERTIFICATE OF SERVICE

I hereby certify the foregoing Consent Agreement and Final Order in the matter of Bendor, LLC (Docket No. SDWA-09-2026-0009) was filed by 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 served on the parties, via electronic mail, as indicated below:

RESPONDENT(S): Beverly E. Hashimoto, Member
Bendor, LLC
8451 West Mercer Way
Mercer Island, WA 98040
Ben51188@comcast.net

Ian Sandison, Partner
Watanabe ING, LLP
999 Bishop Street, Suite #1250
Honolulu, HI 96813
ISandison@wik.com

Joyce Tam-Sugiyama, Partner
Watanabe ING, LLP
999 Bishop Street, Suite #1250
Honolulu, HI 96813
JTam@wik.com

Araceli Benson, Principal Broker/Owner
Kauai Commercial Realty, LLC
4303 Rice Street, Suite C2 #303
Lihue, HI 96766
Araceli@kcommercialrealty.com

COMPLAINANT: Marcela Von Vacano
Assistant Regional Counsel
U.S. EPA – Region IX
Office of Regional Counsel
75 Hawthorne Street
San Francisco, CA 94105
VonVacano.Marcela@epa.gov

Ponly Tu
Regional Hearing Clerk
U.S. EPA – Region IX