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U.S. EPA REGION 8
HEARING CLERK

REGION 8
DENVER, CO 80202

IN THE MATTER OF:	Docket No. FIFRA-08-2026-0091
Western Cooperative Company	**EXPEDITED SETTLEMENT AGREEMENT**
Respondent	

1. The U.S. Environmental Protection Agency (EPA) alleges that Western Cooperative Company (Respondent) failed to comply with section 7(c) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136e(c), for its facility, EPA Establishment Number 11684-WY-1, located at 175 South Main, Torrington, Wyoming 82240 (Torrington Establishment).

2. Any producer operating a registered pesticide-producing establishment is required to inform the EPA of the types and amounts of pesticides (and, if applicable, active ingredients used in producing pesticides), which it is producing; which it has produced during the past year; and which it has sold or distributed during the past year. In addition, the required information shall be kept current and submitted to the Administrator annually, as required by regulations prescribed by the Administrator. Section 7(c) of FIFRA, 7 U.S.C. § 136e(c).

3. The implementing regulations add the following reporting requirements: types and amounts of devices the establishment is producing, has produced, and has sold or distributed; the name and address of the establishment; and an estimate of the amount of pesticide product to be produced during the current year. 40 C.F.R. § 167.85(a) and (b).

4. Producers must obtain, complete, and submit annually a pesticide reporting form supplied by the EPA. The applicable form, "EPA Form 3540-16, Pesticide Report for Pesticide-Producing and Device-Producing Establishments" (Form), requires: identification of the establishment; identification of the company; authorized signature and signature date; and specific pesticide production information. 40 C.F.R. § 167.85(c).

5. Producers must file the pesticide-production reports on or before March 1st of each year, even if the producer has not produced any pesticidal products for that reporting year. 40 C.F.R. § 167.85(d).

6. On September 19, 2025, the EPA conducted an inspection at the Torrington Establishment. During the inspection, the EPA determined that Respondent had not produced any pesticides or devices during reporting year 2024. However, on its annual report, Respondent reported production. Therefore, Respondent submitted an inaccurate Form for reporting year 2024 by failing to report zero production.

7. Respondent's failure to comply with section 7(c) of FIFRA and 40 C.F.R. § 167.85, as described in paragraph 6, above, constitutes a violation of section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L).

8. The EPA is authorized to enter into this settlement agreement (Agreement). This Agreement and any final order ratifying it (Final Order) will commence and conclude this proceeding pursuant to section 14(a) of FIFRA, 7 U.S.C. § 136*l*, and 40 C.F.R. §§ 22.13(b) and 22.18(b).

9. The parties agree that settlement of this matter is in the public interest. By signing this Agreement, Respondent agrees to pay a penalty in the amount and manner stated below.

10. Within 30 days after the effective date of this Agreement (see paragraph 18, below), Respondent shall pay a civil penalty of **$1,000 (one thousand dollars and zero cents)** for the FIFRA violation identified in this Agreement. Respondent shall pay this penalty using any of the methods provided on the website https://www.epa.gov/financial/makepayment, with additional instructions available at https://www.epa.gov/financial/additional-instructions-making-payments-epa. Respondent's payment shall indicate it is payable to "Environmental Protection Agency" and also reference the docket number that appears on the Final Order. Within 24 hours after making payment, Respondent shall email proof of payment to each of the following:

    Devin Donaldson, the Enforcement Case Officer
    donaldson.devin@epa.gov;

    Regional Hearing Clerk
    U.S. Environmental Protection Agency, Region 8
    R8_hearing_clerk@epa.gov; and

    Cincinnati Finance Division
    U.S. Environmental Protection Agency
    CINWD_acctsreceivable@epa.gov.

11. Full payment of the penalty set forth in this Agreement resolves Respondent's liability only for federal civil penalties for the violations and facts alleged herein. This Agreement and the Final Order do not affect the right of the EPA or the United States to pursue injunctive or other equitable relief or criminal sanctions for any violation of law.

12. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Agreement shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

13. If Respondent does not timely pay the civil penalty, the EPA is authorized to recover any unpaid amount of the penalty, plus interest (at the IRS standard underpayment rate), enforcement expenses such as attorneys' fees and costs of collection proceedings, and a 20% quarterly non-payment penalty. For more information, see 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11. The validity, amount, and appropriateness of the civil penalties are not reviewable in a collection action.

14. The EPA reserves all rights to take enforcement action for any other past, present, or future violations by Respondent of FIFRA or any other federal statute or regulation.

15. Respondent certifies, subject to civil and criminal penalties for making a false statement to the United States Government, that its alleged violation has been corrected, and that it is complying with section 7(c) of FIFRA, 7 U.S.C. § 136e(c), and its implementing regulations set forth at 30 C.F.R. § 167.85.

16. Respondent neither admits nor denies the allegations set forth above, but Respondent admits that the EPA has jurisdiction over this matter. For the purposes of this proceeding, Respondent waives (i) any right to contest the allegations in this Agreement, (ii) any rights or defenses 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 (iii) any right to appeal or challenge the lawfulness of any final order ratifying this Agreement.

17. Except as qualified by paragraph 13, above, each party shall bear its own attorneys' fees, costs, and disbursements incurred in this proceeding.

18. This Agreement is binding on the parties signing below, and in accordance with 40 C.F.R. § 22.31(b), is effective upon filing of the Final Order.

19. The parties consent to service of this Agreement and the Final Order by email at the following valid e-mail addresses: eakins.shaula@epa.gov (for Complainant), and dshields@westco.coop (for Respondent).

FOR RESPONDENT:

Name (print): David Shields

Title (print): Agronomy Division Manager

Signature: [signature]

Date [if not digitally signed] : 06-03-2026

FOR COMPLAINANT:

Name [of Agency delegated official] (print): David Cobb

Title (print): Toxics & Pesticides Section Supervisor

Signature: DAVID COBB Digitally signed by DAVID COBB Date: 2026.06.08 16:26:41 -06'00'