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**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS**

REGIONAL HEARING CLERK
EPA REGION 6

In the Matter of	§	
	§	
4 Aces Wholesale & Distributor,	§	Docket No. FIFRA-06-2025-0425
Dallas, TX	§	
	§	
Respondent.	§	

CONSENT AGREEMENT AND FINAL ORDER

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA” or the “Act”), 7 U.S.C. § 136l, and Sections 22.13, 22.18, and 22.34 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permit (“Consolidated Rules”), as codified at 40 C.F.R. Part 22.

2. Complainant is the United States Environmental Protection Agency, Region 6 (“EPA”). On EPA’s behalf, the Director of the Enforcement and Compliance Assurance Division, EPA Region 6, has been delegated the authority to settle civil administrative penalty and compliance proceedings under Section 14(a) of the Act, 7 U.S.C. § 136l(a).

3. 4 Aces Wholesale & Distributor (“4 Aces” or “Respondent”) is a company doing business in the State of Texas. Respondent is a “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this Consent Agreement along with the corresponding Final Order hereinafter known together as the "CAFO" without the adjudication of any issues of law or fact herein.

5. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

B. JURISDICTION

6. This CAFO is entered into under Section 14 of the Act, as amended, 7 U.S.C. § 136l, and the Consolidated Rules, 40 C.F.R. Part 22.

7. The Regional Judicial Officer is authorized to ratify this CAFO which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b).

8. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

C. STATUTORY AND REGULATORY BACKGROUND

9. Congress enacted FIFRA, 7 U.S.C. 136 *et seq.*, in 1947 and amended it in 1972 and in 1996. The general purpose of FIFRA is to provide the basis for regulation, sale, distribution and use of pesticides in the United States.

10. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), states that it shall be unlawful for any person to distribute or sell any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, or whose registration has been cancelled or suspended.

11. Pursuant to the regulation at 40 C.F.R. § 152.15, in relevant part, no person may distribute or sell any pesticide product that is not registered under the Act, except as provided

in 40 C.F.R. §§ 152.20, 152.25, and 152.30. A pesticide is any substance (or mixture of substances) intended for a pesticidal purpose, i.e., use for the purpose of preventing, destroying, repelling, or mitigating any pest or use as a plant regulator, defoliant, or desiccant. A substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance (either by itself or in combination with any other substance) can or should be used as a pesticide.

Definitions

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

13. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines “pesticide” to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.

14. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines “pest” to mean (1) any insect, rodent, nematode, fungus, weed, or (2) any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organism on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1).

15. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines “to 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.

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

17. Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2) defines “labeling” to mean all labels and all other written, printed, or graphic matter – (A) accompanying the pesticide or device at any time; or (B) to which reference is made on the label or in literature accompanying the pesticide or device.

D. EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW

18. Respondent is, and at all times referred to herein was, a “person” as defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

19. Respondent owns and operates a facility located at: 11204 Harry Hines Boulevard, Dallas, Texas, 75229 (the “Facility”).

20. Pursuant to Section 9 of FIFRA, 7 U.S.C. § 136g, the EPA conducted an inspection of the Facility on June 25, 2024, to determine Respondent’s compliance with FIFRA and the federal regulations promulgated thereunder (the “Inspection”).

21. At the time of the Inspection, EPA discovered that Respondent distributed or sold, as those terms are defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), at the Facility seven (7) products that are unregistered pesticides (the “Products”):

- a. Clorox (500mL, 1.89L, and 10L);
- b. Clorox Ropa (500mL, 930mL, and 1.89L);

- c. Fabuloso Ultra Frescura Antibacterial Y Antiviral (Fresco Amanecer (500mL), Fresco Amanecer (1L), Mar Fresco (1L), Fresca Lavanda (1L), Pasión de Frutas (1L), and Fresca Lavanda (10L));
 - d. Fabuloso Frescura Activa Antibacterial Y Antiviral (Mar Fresco (500mL), Fresco Amanecer (500mL), and Energia Naranja (1L));
 - e. Fabuloso Antibacterial Y Antiviral Trap Para Trapear (blue label (828mL) and purple label (828mL));
 - f. Fabuloso Alternative al Cloro (Fresca Primavera (1L)); and
 - g. 4you Strong Disinfectant (Fresh Sea (5L) and Lemon (5L)).
22. At the time of the Inspection, Respondent was distributing or selling the Products identified above.
23. The Products are substances intended for a pesticidal purpose pursuant to 40 C.F.R. § 152.15(a)(1) because Respondent implied by labeling that the substance can or should be used as a pesticide.
24. Viruses and bacteria are “pests” as that term is defined by Section 2(t) of FIFRA, 7 U.S.C. § 136(t).
25. From the time Respondent distributed or sold the Products, the Products should have been registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

E. ALLEGED VIOLATIONS

26. The facts stated in the EPA Findings of Fact and Conclusions of Law above are herein incorporated.

27. Complainant hereby states and alleges that Respondent has violated FIFRA and federal regulations promulgated thereunder as stated below.

Sale or Distribution of Unregistered Pesticides

Clorox

28. At the time of the Inspection, Respondent was engaged in the sale or distribution of Clorox, which is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to include distribute, sell, offer for sale, hold for distribution, or hold for sale.

29. The label on the Clorox product states that it “Elimina el 99,9% de Bacterias y Virus” (Eliminates 99.9% of bacteria and viruses), “Elimina el virus causante de COVID-19” (Eliminates the virus that causes COVID-19), and that it has “48 Horas Prevención Contra Bacterias” (48 hour prevention against bacteria), implying that the product could or should be used as a pesticide.

30. Because Respondent claimed by labeling that the Clorox product can or should be used as a pesticide, the product was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

31. At the time of the Inspection, the Clorox product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

32. Each distribution or sale of the unregistered product Clorox is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Clorox Ropa

33. At the time of the Inspection, Respondent was engaged in the sale or distribution of Clorox Ropa, which is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to include distribute, sell, offer for sale, hold for distribution, or hold for sale.

34. The label on the Clorox Ropa product states that it “Quita Manchas Y Desinfecta” (Removes stains and disinfects) and that it “Elimina el 99,9% de virus y bacterias de tus prendas” (Eliminates 99.9% of viruses and bacteria from your clothes), implying that the product could or should be used as a pesticide.

35. Because Respondent claimed by labeling that the Clorox Ropa product can or should be used as a pesticide, the product was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

36. At the time of the Inspection, the Clorox Ropa product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

37. Each distribution or sale of the unregistered product Clorox Ropa is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Fabuloso Ultra Frescura Antibacterial Y Antiviral

38. At the time of the Inspection, Respondent was engaged in the sale or distribution of Fabuloso Ultra Frescura Antibacterial Y Antiviral, which is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to include distribute, sell, offer for sale, hold for distribution, or hold for sale.

39. The label on the Fabuloso Ultra Frescura Antibacterial Y Antiviral product states that it “Neutraliza Malos Olores, Virus y Bacterias” (Neutralizes Bad Odors, Viruses and Bacteria), “ Neutraliza malos olores, limpia efectivamente, elimina virus y bacterias y deja una

duradera fragancia” (Neutralizes bad odors, cleans effectively, eliminates viruses and bacteria and leaves a long-lasting fragrance), and “Elimina el 99.99% de las bacterias P. aeruginosa, E. coli, S. aureus y S. typhimurium, y el 99.9% de las virus Influenza A H1N1, Coronavirus Humano OC43, SARS-CoV-2” (Eliminates 99.99% of P. aeruginosa, E. coli, S. aureus and S. typhimurium bacteria, and 99.9% of Influenza A H1N1, Human Coronavirus OC43, SARS-CoV-2 viruses). These claims implied that the product could or should be used as a pesticide.

40. Because Respondent claimed by labeling that the Fabuloso Ultra Frescura Antibacterial Y Antiviral product can or should be used as a pesticide, the product was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

41. At the time of the Inspection, the Fabuloso Ultra Frescura Antibacterial Y Antiviral product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

42. Each distribution or sale of the unregistered product Fabuloso Ultra Frescura Antibacterial Y Antiviral is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Fabuloso Frescura Activa Antibacterial Y Antiviral

43. At the time of the Inspection, Respondent was engaged in the sale or distribution of Fabuloso Frescura Activa Antibacterial Y Antiviral, which is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to include distribute, sell, offer for sale, hold for distribution, or hold for sale.

44. The label on the Fabuloso Frescura Activa Antibacterial Y Antiviral product states that it “Neutraliza Malos Olores, Virus y Bacterias” (Neutralizes Bad Odors, Viruses and Bacteria), “ Neutraliza malos olores, limpia efectivamente, elimina virus y bacterias y deja una duradera fragancia” (Neutralizes bad odors, cleans effectively, eliminates viruses and bacteria

and leaves a long-lasting fragrance), and “Elimina el 99.99% de las bacterias P. aeruginosa, E. coli, S. aureus y S. typhimurium, y el 99.9% de las virus Influenza A H1N1, Coronavirus Humano OC43, SARS-CoV-2” (Eliminates 99.99% of P. aeruginosa, E. coli, S. aureus and S. typhimurium bacteria, and 99.9% of Influenza A H1N1, Human Coronavirus OC43, SARS-CoV-2 viruses). These claims implied that the product could or should be used as a pesticide.

45. Because Respondent claimed by labeling that the Fabuloso Frescura Activa Antibacterial Y Antiviral product can or should be used as a pesticide, the product was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

46. At the time of the Inspection, the Fabuloso Frescura Activa Antibacterial Y Antiviral product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

47. Each distribution or sale of the unregistered product Fabuloso Frescura Activa Antibacterial Y Antiviral is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Fabuloso Antibacterial Y Antiviral Trap Para Trapear

48. At the time of the Inspection, Respondent was engaged in the sale or distribution of Fabuloso Antibacterial Y Antiviral Trap Para Trapear, which is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to include distribute, sell, offer for sale, hold for distribution, or hold for sale.

49. The label on the Fabuloso Antibacterial Y Antiviral Trap Para Trapear product states that “Para acción antibacterial Y antiviral: Utilizer el producto sin diluir y déjelo actuar por 5 minutos” (For antibacterial AND antiviral action: Use the product undiluted and let it act for 5 minutes) and “Elimina el 99.99% de las bacterias P. aeruginosa, E. coli, S. aureus y S.

typhimurium, y el 99.9% de las virus Influenza A H1N1, Coronavirus Humano OC43, SARS-CoV-2” (Eliminates 99.99% of *P. aeruginosa*, *E. coli*, *S. aureus* and *S. typhimurium* bacteria, and 99.9% of Influenza A H1N1, Human Coronavirus OC43, SARS-CoV-2 viruses). These claims implied that the product could or should be used as a pesticide.

50. Because Respondent claimed by labeling that the Fabuloso Antibacterial Y Antiviral Trap Para Trapear product can or should be used as a pesticide, the product was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

51. At the time of the Inspection, the Fabuloso Antibacterial Y Antiviral Trap Para Trapear product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

52. Each distribution or sale of the unregistered product Fabuloso Antibacterial Y Antiviral Trap Para Trapear is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Fabuloso Alternative al Cloro

53. At the time of the Inspection, Respondent was engaged in the sale or distribution of Fabuloso Alternative al Cloro, which is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to include distribute, sell, offer for sale, hold for distribution, or hold for sale.

54. The label on the Fabuloso Alternative al Cloro product states that it has a “Fórmula Desinfectante” (Disinfectant Formula) and that it is “Antiviral Y Antibacterial” (Antiviral and Antibacterial), implying that the product could or should be used as a pesticide.

55. Because Respondent claimed by labeling that the Fabuloso Alternative al Cloro product can or should be used as a pesticide, the product was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

56. At the time of the Inspection, the Fabuloso Alternative al Cloro product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

57. Each distribution or sale of the unregistered product Fabuloso Alternative al Cloro is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

4you Strong Disinfectant

58. At the time of the Inspection, Respondent was engaged in the sale or distribution of 4you Strong Disinfectant, which is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to include distribute, sell, offer for sale, hold for distribution, or hold for sale.

59. The label on the 4you Strong Disinfectant product states that it “Kills 99.9% of viruses & bacteria”, “is a product formulated with Cuatemarias Salts of Broad spectrum ammonium; germicide, bactericide, fungicide and viricide”, and it is “Recommended for disinfection of equipment, surfaces, food preparation utensils in kitchen areas of restaurants, industrial dining rooms and hotels.” The label also instructs “Moisten a cloth and clean the area you want to disinfect or spray the area and collect the excess” and “With just spraying you can: clean your cell-phone, desk, table, clothes, toilet, etc. or any type of surface without soaking and it will get disinfected.” These claims implied that the product could or should be used as a pesticide.

60. Because Respondent claimed by labeling that the 4you Strong Disinfectant product can or should be used as a pesticide, the product was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

61. At the time of the Inspection, the 4you Strong Disinfectant product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

62. Each distribution or sale of the unregistered product 4you Strong Disinfectant is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

F. CONSENT AGREEMENT AND CIVIL PENALTY

General

63. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2),

Respondent:

- a. admits the jurisdictional allegations set forth herein;
- b. neither admits nor denies the specific factual allegations stated herein;
- c. consents to the assessment of a civil penalty, as stated herein;
- d. consents to the issuance of any specified compliance or corrective action order;
- e. consents to any conditions specified herein;
- f. consents to any stated Permit Action;
- g. waives any right to contest the allegations set forth herein; and
- h. waives its rights to appeal the Final Order accompanying this CAFO.

64. By signing this CAFO, 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 this CAFO.

65. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty specified herein.

66. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

Penalty Assessment and Collection

67. Upon consideration of the entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the size of the business, the effect of Respondent's ability to continue business, the gravity of the violations, and other factors as justice may require, EPA has assessed a civil penalty in the amount of \$66,700 (the "EPA Penalty"). The EPA Penalty has been determined in accordance with Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), and at no time exceeded EPA's statutory authority.

68. Respondent agrees to pay the EPA Penalty within thirty (30) calendar days after the Effective Date of this CAFO. Respondent shall pay the EPA 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>.

69. When making a payment, Respondent shall:

a. Identify every payment with Respondent's name and the docket number of this Order, Docket No. FIFRA-06-2025-0425. The payment shall also be accompanied by a transmittal letter that shall reference Respondent's name and address, the case name, and docket number FIFRA-06-2025-0425. Respondent's adherence to this request will ensure proper credit is given when penalties are received for Region 6.

b. Concurrently with any payment, email the transmittal letter and proof of payment to the following email addresses:

Kiera Hancock
U.S. EPA Region 6
Hancock.Kiera@epa.gov

Region 6 Hearing Clerk
U.S. EPA Region 6
Vaughn.Lorena@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

“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.

70. Pursuant to 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 EPA Penalty per this CAFO, the entire unpaid balance of the EPA 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 Effective Date. If the EPA Penalty is paid in full within thirty (30) days, interest accrued is waived. If the EPA Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the EPA 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, 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 Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the EPA Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

71. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the EPA Penalty per this CAFO, 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, a collection agency, or request that the Attorney General bring civil action in the appropriate United States District Court (in which the validity, amount, and appropriateness of the assessed penalty and of this CAFO shall not be subject to review) to secure payment of the debt, which may include the original penalty, enforcement and collection expenses, nonpayment penalty and interest, 7 U.S.C. § 136l(a)(5) and 40 C.F.R. §§ 13.13 and 13.14;

b. collect the above-referenced debt by administrative offset (*i.e.*, the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not

limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and

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, 40 C.F.R. § 13.17.

Additional Terms of Settlement

72. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors and assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CAFO.

73. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.

74. By signing this CAFO, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information. See 40 C.F.R. Part 2, Subpart B (Confidentiality of Business Information).

75. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

76. By signing this CAFO, Respondent certifies that it is presently in compliance with all requirements of FIFRA and its implementing regulations.

77. By signing this CAFO, the undersigned representative of Respondent certifies that it is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party it represents to this CAFO.

78. Respondent and EPA agree to the use of electronic signatures for this matter. EPA and Respondent consent to service of a final order by email at the following valid email addresses: george.elizabeth.a@epa.gov (for EPA) and mark@texasenvironmentallaw.com (for Respondent).

79. Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

80. 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). 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, EPA herein requires, and Respondent herein agrees, that:

- c. Respondent 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>.
- d. 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.
- e. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division at chalifoux.jessica@epa.gov on or before the date that Respondent's penalty payment is due, pursuant to Section F of this Order, or within seven (7) days should this Order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence.
- f. In the event that 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.

G. EFFECT OF CONSENT AGREEMENT AND RESERVATION OF RIGHTS

81. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in Sections D and E above. Complainant reserves the right to take any enforcement action with respect to any other violations of FIFRA or any other applicable law.

82. The terms, conditions and requirements of this CAFO may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Judicial Officer.

83. Penalties paid pursuant to this CAFO shall not be deductible for purposes of Federal, State, and local taxes.

84. Any violation of the included Final Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 14(a) of the Act, 7 U.S.C. § 136l(a) and adjusted for inflation pursuant to 40 C.F.R. Part 19, as well as criminal sanctions as provided in Section 14(a) of the Act, 7 U.S.C. § 136l(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

85. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws 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. EPA does not, by its consent to the entry of this CAFO, warrant or aver in any manner that Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of FIFRA, 7 U.S.C. § 136 *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits.

86. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

87. If and to the extent EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA, EPA reserves any and all of its legal and equitable rights.

H. EFFECTIVE DATE

88. Respondent and Complainant agree to the issuance of the included Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

The foregoing Consent Agreement In the Matter of 4 Aces Wholesale & Distributor, Docket No. FIFRA-06-2025-0425, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

4 ACES WHOLESALE & DISTRIBUTOR

Date: 9/10/2025



Signature

Reena Rupani

Print Name

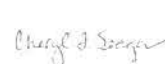
CFO

Title

FOR COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: September 15, 2025



Digitally signed by CHERYL
SEAGER
Date: 2025.09.15 12:58:38
-05'00'
Cheryl T. Seager
Director
Enforcement and
Compliance Assurance Division
U.S. EPA, Region 6

FINAL ORDER

Pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

4 Aces Wholesale & Distributor is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondents' (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action.

IT IS SO ORDERED.

Dated _____

THOMAS RUCKI
Digitally signed
by THOMAS
RUCKI
Date: 2025.09.15
17:59:04 -04'00'

Thomas Rucki
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was filed with me, the Regional Hearing Clerk, U.S. EPA - Region 6, 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that I sent a true and correct copy on this day in the following manner to the email addresses:

Copy via Email to Complainant:

George.elizabeth.a@epa.gov

Copy via Email to Respondent:

mark@texasenvironmentallaw.com
Mark McPherson
4 Aces Wholesale & Distributor
11204 Harry Hines Boulevard
Dallas, Texas, 75229



Regional Hearing Clerk
U.S. EPA, Region 6