

BEFORE THE ENVIRONMENTAL QUALITY COMMISSION
OF THE STATE OF OREGON

IN THE MATTER OF)
DRUG TAKEBACK SOLUTIONS) MUTUAL AGREEMENT
FOUNDATION,) AND FINAL ORDER
Respondent.) CASE NO. LQ-MM-HQ-2024-129

WHEREAS:

1. The Department of Environmental Quality (DEQ) issued a Warning Letter with Opportunity to Correct on January 25, 2022, and Notices of Violation and Pre-Enforcement Notices to Respondent on January 25, 2023, April 19, 2023, July 21, 2023, July 24, 2024, and May 20, 2025 (the PENs).

2. DEQ issued Notice of Civil Penalty Assessment and Order (Notice) to Respondent. DEQ assessed a \$648,500 civil penalty against Respondent for violations alleged in the Notice.

3. On June 11, 2025, Respondent filed a timely request for hearing on the Notice.

I. AGREEMENT

Respondent and DEQ hereby agree that:

1. The parties agree to resolve all violations alleged in the Notice and the PENs through this Mutual Agreement and Final Order (MAO).

2. Respondent's acceptance of this MAO does not constitute an admission of any of the alleged violations in the MAO and PENs.

3. This MAO shall be effective upon the date fully executed.

4. Exhibit 2 of the Notice is amended by reducing the economic benefit to \$0. This results in a change in the civil penalty for Violation No. 2 from \$617,000 to \$1,500. The amended findings and determination of the civil penalty are attached and incorporated as Amended Exhibit No. 2.

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1 5. The total civil penalty is reduced from \$648,500 to \$33,000.

2 6. Pursuant to OAR 340-012-0030(19) and OAR 340-012-0145(2), the violations
3 alleged in the Notice and PENs and as amended by this MAO, will be treated as prior significant
4 actions in the event a future violation occurs.

5 7. DEQ and Respondent understand and agree that by entering into this MAO, paying
6 any sum due pursuant to this MAO, or taking any other action required or agreed to pursuant to this
7 MAO, Respondent does not admit and nothing in this MAO is to be construed as an admission by
8 Respondent of any factual allegations, legal conclusions, or liability herein or otherwise related to
9 this MAO or the Notice and the exhibits thereto.

10 8. Respondent waives any and all rights and objections Respondent may have to the
11 form, content, manner of service and timeliness of the Notice; to a contested case hearing and
12 judicial review of the Notice; and to service of a copy of this MAO.

13 9. This MAO resolves all civil claims of DEQ, based upon the facts alleged, for the
14 violations expressly alleged in the Notice and PENs as amended by the MAO. This MAO is not
15 intended to limit, in any way, DEQ's right to proceed against Respondent in any forum for any past
16 or future violations not expressly settled herein.

17 10. Respondent releases and waives any and all claims of any kind, known or unknown,
18 past or future, against the State of Oregon or its agencies, instrumentalities, employees, officers, or
19 agents, arising out of the matters and events set out in the Notice and this MAO. Any and all
20 claims includes but is not limited to any claim under 42 USC § 1983 et seq., any claim under
21 federal or state law for damages, declaratory, or equitable relief, and any claim for attorney's fees
22 or costs.

23 11. This MAO shall be binding on Respondent and its respective successors, agents, and
24 assigns. The undersigned representative of Respondent certifies that they are fully authorized to
25 execute and bind Respondent to this MAO. No change in ownership, corporate or partnership status
26 of Respondent, or change in the ownership of the properties or businesses affected by this MAO

1 shall in any way alter Respondent's obligation under this MAO, unless otherwise approved in
2 writing by DEQ through an amendment to this MAO.

3 12. Verifiable electronic, facsimile, or scanned signatures on this MAO shall be treated
4 the same as original signatures.

5 13. Civil penalty payments made pursuant to this MAO should be made as follows:
6 send a check or money order in the amount of \$33,000 made payable to "Department of
7 Environmental Quality" to DEQ - Business Office, 700 NE Multnomah Street, Suite #600,
8 Portland, Oregon 97232. Please include the case number on the check or money order.

9 14. DEQ provided Respondent with a determination on Respondent's revised Annual
10 Reports for Respondent's implementation of the drug take-back program in years 1 through 4
11 (July 1, 2021 to June 30, 2025). DEQ and Respondent agree that Respondent does not need to
12 submit further revisions for the Annual Reports from program years 1-4 unless and until
13 Respondent seeks to resume operations under the Oregon Drug Take-Back Program. The parties
14 intend to resolve through this MAO any potential failures in meeting the annual reporting
15 requirements per ORS 459A.230 related to the annual reports Respondent submitted for program
16 years 1-4 and any other potential violations identified therein.

17 15. Respondent will endeavor to recover all costs associated with participating in the
18 Program from Covered Manufacturers who participated in Respondent's Program. Respondent
19 will invoice participating Covered Manufacturers based on their apportioned share of Program
20 costs for each applicable Program year. A participating Covered Manufacturer's apportioned
21 share will be calculated based on a combination of factors, including the number of Covered
22 Drugs sold in the state, the category of each Covered Drug and the volume of each Covered
23 Drug. For manufacturers that participated in Respondent's program for only part of a Program
24 year, costs will be allocated on a monthly pro rata basis, reflecting the number of months in
25 which the manufacturer participated in the Program. With this MAO, the parties intend to settle
26 violations of ORS 459A.233 by Respondent that may occur in 2026 if Respondent is unable to
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1 collect Program costs from Covered Manufacturers in 2026, despite Respondent's due diligence
2 to collect from Covered Manufacturers.

3 II. FINAL ORDER

4 The Environmental Quality Commission hereby enters a final order:

5 1. Imposing upon Respondent a total civil penalty of \$33,000 for the violations alleged
6 in the Notice and PENs and as amended by this MAO, the entire amount of which is due 30 days
7 from the effective date of this MAO.

8 2. Requiring Respondent to comply with the following schedule and conditions:

9 a. The Marion County Circuit Court entered judgment in case number
10 24CV38705 on February 24, 2026. The parties agree to a dismissal of the pending action in Marion
11 County Circuit Court, case number 24CV38738, with prejudice, without costs or fees to either
12 party. Not later than 10 days after the effective date of this MAO, Respondent must file a Stipulated
13 General Judgment of Dismissal with Prejudice, signed by both parties, and a Notice of Settlement
14 with a copy of this MAO attached.

15 b. Implement the Wind-Down Plan, incorporated herein as Attachment A.

16 c. Except as modified by or specified in the Wind-Down Plan, operate the
17 Respondent's drug take-back program in accordance with the Respondent's DEQ-approved
18 Program Plan dated June 4, 2021 until June 30, 2026.

19 d. Submit any changes that substantively alter the Wind-Down Plan at least 15
20 days in advance of implementing the change, to DEQ for DEQ's preapproval. DEQ will provide its

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1 decision on the change within 15 days of receipt.

2 DRUG TAKEBACK SOLUTIONS FOUNDATION

3 June 4, 2026

4 Date

Wanda Krig

Signature

Wanda Krig

Name (print)

Interim President

Title (print)

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8 DEPARTMENT OF ENVIRONMENTAL QUALITY and
9 ENVIRONMENTAL QUALITY COMMISSION

10 6/4/2026

11 Date

Erin Saylor

Erin Saylor, Manager

Office of Compliance and Enforcement

on behalf of DEQ pursuant to OAR 340-012-0170

on behalf of the EQC pursuant to OAR 340-011-0505