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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
SAN FRANCISCO, CALIFORNIA

In the Matter of:)	Docket No. FIFRA-09-2025-0118
)	
Chedraui USA, Inc.)	CONSENT AGREEMENT
and Smart & Final Stores LLC)	AND FINAL ORDER
)	PURSUANT TO 40 C.F.R.
<u>Respondents.</u>)	SECTIONS §§ 22.13 AND 22.18

I. CONSENT AGREEMENT

The United States Environmental Protection Agency ("EPA"), Region IX, and Chedraui USA, Inc. and Smart & Final Stores LLC ("Respondents") agree to settle this matter and consent to the entry of this Consent Agreement and Final Order ("CAFO"). This CAFO simultaneously initiates and concludes this proceeding in accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b).

A. AUTHORITY AND PARTIES

1. This is a civil administrative action instituted pursuant to section 14(a)(1) of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA" or "the Act"), 7 U.S.C. §136l(a)(1), for the assessment of a civil administrative penalty against Respondents for violations of section 12 of the Act.

2. Complainant is the Manager of the Toxics Section of the Enforcement and Compliance Assurance Division, EPA Region IX, who has been duly delegated the authority to bring this action and to sign a consent agreement settling this action.
3. Respondents are parent, Chedraui USA, Inc (“Chedraui”), a Delaware corporation with retail grocery stores located in Arizona, California and Nevada doing business as “El Super” and its subsidiary, Smart & Final Stores LLC (“Smart & Final”), a California limited liability company with retail grocery stores located in Arizona, California and Nevada.

B. APPLICABLE STATUTORY AND REGULATORY SECTIONS

4. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines a “person” as any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
5. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as “any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other living micro-organisms on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1) of FIFRA, 7 U.S.C. § 136 w(c)(1).”
6. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines a “pesticide,” in part, as “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.”
7. 40 C.F.R. §152.15 states, in pertinent part, that “a pesticide is any substance (or mixture of substances) intended for a pesticidal purpose...” and that a substance is considered to be intended for a pesticidal purpose, and thus a pesticide requiring registration, if: (a) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that : (1) the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or (2) the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide; or (b) The substance consists of or contains one or more active ingredients and has no significant

commercially valuable use as distributed or sold other than (1) use for a pesticidal purpose (by itself or in combination with any other substance, (2) use for manufacture of a pesticide; or (c) The person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.

8. Section 2(mm) of FIFRA, 7 U.S.C. § 136(mm), defines the term “antimicrobial pesticide,” in pertinent part, as “a pesticide that is intended to (i) disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms.
9. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), defines the term “label” as “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.” Section 2(p)(2)(A) of FIFRA, 7 U.S.C. § 136(p)(2)(A), defines the term “labeling” as “all labels and all other written, printed, or graphic matter...accompanying the pesticide or device at any time.”
10. Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), provides that no person in any State may distribute or sell to any person any pesticide that is not registered under the Act.
11. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines 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.”
12. Section 12(a)(1)(A), 7 U.S.C. § 136j(a)(1)(A), provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under section 3 of the Act.
13. Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), provides that a pesticide is “misbranded” if “(A) its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular.”
14. 40 C.F.R. §156.10(a)(5) states, in pertinent part, that “[p]ursuant to section 2(q)(1)(A) of the Act, a pesticide...is misbranded if its labeling is false or misleading in any particular including both pesticidal and non-pesticidal claims.”

15. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), provides that it shall be unlawful for any person to distribute or sell to any person any pesticide which is adulterated or misbranded.
16. The Administrator of EPA may assess a civil penalty of up to \$24,885 against any registrant, commercial applicator, wholesaler, dealer, retailer, or other distributor who violates any provision of FIFRA for each offense that occurred after November 2, 2015 and is assessed on or after January 8, 2025. *See* Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1); 40 C.F.R. Part 19; and the Civil Monetary Penalty Inflation Adjustment Rule at 90 Fed. Reg. 1375 (January 8, 2025).

C. ALLEGATIONS

17. Respondent Chedraui is the parent corporation of Respondent Smart & Final.
18. At all times relevant to this CAFO, each Respondent is a “person,” as that term is defined at section 2(s) of FIFRA, 7 U.S.C. § 136(s).
19. At all times relevant to this CAFO, Respondent Chedraui doing business as “El Super” owned and/or operated a retail grocery store located in Santa Ana, California.
20. On or about April 27, 2021, Respondent Chedraui doing business as “El Super” offered for sale the products, “Shine & Clean Surface Sanitizer” (“S&C Sanitizer”), “Shine & Clean anfa Disinfectant Multi-Surface Spray” (“S&C Disinfectant”), and “Prinex Sanysol 70% Ethyl Alcohol” (“Prinex Sanysol”) at the Santa Ana, California store.
21. At all times relevant to this CAFO, the labeling for the product, “S&C Sanitizer” contained the following claims: “[s]anitizes and cleans any type of surface,” “[s]anitizes food contact surfaces,” “[d]isinfects all kinds of surfaces,” and “for [d]isinfection of utensils, equipment, and surfaces....”
22. At all times relevant to this CAFO, the labeling of the product, “S&C Sanitizer” listed the following ingredients: quaternary ammonium salts and linear nonionic surfactant.
23. Based on the claim in its name, the claims in its labeling and the ingredients listed in its labeling, the product, “S&C Sanitizer” is a “pesticide,” as that term is defined at section

2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15 and an “antimicrobial pesticide,” as that term is defined at section 2(mm) of FIFRA, 7 U.S.C. § 136(mm).

24. At all times relevant to this CAFO, the pesticide, “S&C Sanitizer” was not registered under section 3 of FIFRA.
25. At all times relevant to this CAFO, the labeling for the product, “S&C Disinfectant” contained the following claims: “[k]ills SARS-Co-V-2 which causes COVID-19...on hard, non-porous, non-food surfaces” and “[k]ills 99.9% of Bacteria and Viruses.”
26. At all times relevant to this CAFO, the labeling of the product, “S&C Disinfectant” listed the following active ingredients: octyl dedyl dimethyl ammonium chloride, dioctyl dimethyl ammonium chloride, didecyl dimethyl ammonium chloride, and alkyl dimethyl benzyl ammonium chloride.
27. Based on the claim in its name, the claims in its labeling and the ingredients listed in its labeling, the product, “S&C Disinfectant” is a “pesticide,” as that term is defined at section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15 and an “antimicrobial pesticide,” as that term is defined at section 2(mm) of FIFRA, 7 U.S.C. § 136(mm).
28. At all times relevant to this CAFO, the pesticide, “S&C Disinfectant” was not registered under section 3 of FIFRA.
29. At all times relevant to this CAFO, the labeling for the product, “Prinex Sanysol” contained the following claim: “spray the surface you wish to disinfect for no more than 5 seconds.”
30. At all times relevant to this CAFO, promotional materials for the product, “Prinex Sanysol” identified the product as a “sanitizer.”
31. Based on the claims in its labeling, the product, “Prinex Sanysol” is a “pesticide,” as that term is defined at section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15 and an “antimicrobial pesticide,” as that term is defined at section 2(mm) of FIFRA, 7 U.S.C. § 136(mm).

32. At all times relevant to this CAFO, the pesticide, “Prinex Sanysol” was not registered under section 3 of FIFRA.
33. On or about April 27, 2021, Respondent Chedraui doing business as “El Super” “distributed or sold” the pesticides, “S&C Sanitizer,” “S&C Disinfectant,” and “Prinex Sanysol,” as that term is defined at section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), at the Santa Ana, California store.
34. Consequently, Respondent Chedraui’s “distributions or sales” of the pesticides, “S&C Sanitizer,” “S&C Disinfectant,” and “Prinex Sanysol,” doing business as “El Super” at the Santa Ana, California store on or about April 27, 2021 constitute 3 violations of section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under section 3 of FIFRA.
35. From on or about August 1, 2020 to on or about July 31, 2021, Respondent Chedraui doing business as “El Super” “distributed or sold” the pesticides, “S&C Sanitizer,” or “S&C Disinfectant,” in at least 61 separate distributions in Arizona, California and Nevada.
36. Consequently, Respondent Chedraui’s “distributions or sales” of the pesticides, “S&C Sanitizer,” or “S&C Disinfectant,” doing business as “El Super” in at least 61 separate distributions from on or about August 1, 2020 to on or about July 31, 2021 constitute 61 violations of section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under section 3 of FIFRA.
37. From on or about August 1, 2020 to on or about July 31, 2021, Respondent Chedraui doing business as “El Super” “distributed or sold” the pesticide, “Prinex Sanysol,” in at least 61 separate distributions in Arizona, California and Nevada.
38. Consequently, Respondent Chedraui’s “distributions or sales” of the pesticide, “Prinex Sanysol” doing business as “El Super” in at least 61 separate distributions from on or about August 1, 2020 to on or about July 31, 2021 constitute 61 violations of section

12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under section 3 of FIFRA.

39. On or about April 27, 2021, the labeling of the pesticide, “S&C Disinfectant” at the Santa Ana, California store contained an EPA registration number even though the pesticide was not registered under section 3 of FIFRA and no such EPA registration number exists.
40. Thus, on or about April 27, 2021, the pesticide, “S&C Disinfectant” at the Santa Ana, California store was “misbranded,” as that term is defined at section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. §156.10(a)(5).
41. Consequently, Respondent Chedraui’s “distribution or sale” of the pesticide, “S&C Disinfectant” doing business as “El Super” at the Santa Ana, California store on or about April 27, 2021 constitutes 1 violation of section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), which provides that it shall be unlawful for any person to distribute or sell to any person any pesticide which is adulterated or misbranded.
42. At all times relevant to this CAFO, Respondent Smart & Final owned and/or operated a retail grocery store located in Hayward, California.
43. On or about May 25, 2021, Respondent Smart & Final offered for sale the product, “Perfect Professional Advanced Multi-Surface Sanitizer” at its store located in Hayward, California.
44. At all times relevant to this CAFO, the labeling of the product, “Perfect Professional Advanced Multi-Surface Sanitizer” contained the following claims: “Broad Spectrum Sanitizer,” “Kills 99.9% of Germs,” and “Combats Coronavirus.”
45. Based on the claims in its name and in its labeling, the product, “Perfect Professional Advanced Multi-Surface Sanitizer” is a “pesticide,” as that term is defined at section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15 and an “antimicrobial pesticide,” as that term is defined at section 2(mm) of FIFRA, 7 U.S.C. § 136(mm).

46. At all times relevant to this CAFO, the pesticide, “Perfect Professional Advanced Multi-Surface Sanitizer” was not registered under section 3 of FIFRA.
47. On or about May 25, 2021, Respondent Smart & Final “distributed or sold” the pesticide, “Perfect Professional Advanced Multi-Surface Sanitizer,” as that term is defined at section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), at its store located in Hayward, California.
48. From on or about December 2, 2020 to on or about June 2, 2021, Respondent Smart & Final “distributed or sold” the pesticide, “Perfect Professional Advanced Multi-Surface Sanitizer,” as that term is defined at section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), in at least 53 separate distributions in Arizona, California and Nevada.
49. Consequently, Respondent Smart & Final’s “distributions and sales” of the pesticide, “Perfect Professional Advanced Multi-Surface Sanitizer,” at the Hayward, California store on or about May 25, 2021 and in at least 53 separate distributions from on or about December 2, 2020 to on or about June 2, 2020 constitute 54 violations of section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under section 3 of FIFRA.

D. RESPONDENT’S ADMISSIONS

50. In accordance with 40 C.F.R. § 22.18(b)(2), and for the purpose of this proceeding, Respondents each: (i) admits that EPA has jurisdiction over the subject matter of this CAFO and over Respondents; (ii) neither admits nor denies the specific factual allegations contained in Section I.C of this CAFO; (iii) consents to any and all conditions specified in this CAFO, (iv) agrees to pay, and consents to the assessment of, the civil administrative penalty under Section I.E of this CAFO; (v) waives any right to contest the allegations contained in Section I.C of this CAFO; and (vi) waives the right to appeal the final order contained in this CAFO. By signing this consent agreement, Respondents waive any rights or defenses that Respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waive

any right to challenge the lawfulness of the final order accompanying the consent agreement.

E. CIVIL ADMINISTRATIVE PENALTY

51. Respondents consent to the assessment of a civil administrative penalty in the amount of FOUR HUNDRED AND SEVENTY-TWO THOUSAND, THREE HUNDRED AND SIXTY-NINE DOLLARS (\$472,369) (“Assessed Penalty”) as final settlement of the civil claims against Respondents arising under the Act as alleged in Section I.C of the CAFO.
52. No later than thirty (30) days from the effective date of this CAFO, Respondents shall pay the Assessed Penalty using any method or combination of appropriate methods 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>. Respondents can contact the EPA Cincinnati Finance Center at 513-487-2092 if any clarification regarding a particular method of payment remittance is needed.
53. Payment shall be accompanied by a transmittal letter identifying Respondents, the case name, the case docket number and this CAFO. Concurrent with delivery of the payment, Respondents shall send a copy of the check or notification that the payment has been made by one of the other methods provided, including proof of the date payment was made, and the transmittal letter to the following addresses:

Regional Hearing Clerk
U.S. EPA, Region IX
r9HearingClerk@epa.gov

Brandon Boatman
Toxics Section
Enforcement and Compliance Assurance Division
U.S. EPA, Region IX
Boatman.Brandon@epa.gov

54. If Respondents fail to pay the Assessed Penalty specified in Paragraph 51, then Respondents shall pay to EPA the stipulated penalty of FIVE HUNDRED DOLLARS (\$500) for each day the default continues, in addition to the Assessed Penalty, upon written demand by EPA. In addition, failure to pay the Assessed Penalty by the deadline specified in Paragraph 52 may lead to any or all of the following actions:
- a. The debt being referred to a credit reporting agency, a collection agency, or to the Department of Justice for filing of a collection action in the appropriate United States District Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such collection action, the validity, amount, and appropriateness of the assessed penalty and of this CAFO shall not be subject to review.
 - b. The debt being collected 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.
 - c. EPA may (i) suspend or revoke Respondents' licenses or other privileges; or (ii) suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds. 40 C.F.R. § 13.17.
 - d. In accordance with the Debt Collection Act of 1982 and 40 C.F.R. Part 13 interest, penalties charges, and administrative costs will be assessed against the outstanding amount that Respondents owe to EPA for Respondents' failure to pay the Assessed Penalty by the deadline specified in Paragraph 52. Interest will be assessed at an annual rate that is equal to the rate of current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate) as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. 40 C.F.R. § 13.11(a)(1). Penalty charges will be assessed monthly at a rate of 6% per annum. 40 C.F.R. § 13.11(c). Administrative costs for handling and collecting Respondents' overdue debt will be based on either actual or average cost incurred and will include both

direct and indirect costs. 40 C.F.R. § 13.11(b). In addition, if this matter is referred to another department or agency (e.g., the Department of Justice, the Internal Revenue Service), that department or agency may assess its own administrative costs, in addition to EPA's administrative costs, for handling and collecting Respondents' overdue debt.

F. TAX REPORTING

55. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements) that requires 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 that 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 Respondents to a penalty pursuant to 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 Respondents herein agree that:

- a. Respondents 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>;
- b. Respondents shall therein certify that their completed IRS Form(s) W-9 includes Respondents' correct TIN or that Respondents have applied and are waiting for issuance of a TIN;
- c. Respondents shall email their completed Form(s) W-9 to EPA's Cincinnati Finance Center at sherrer.dana@epa.gov within 30 days after the Final Order

ratifying this Agreement is filed (EPA recommends encrypting IRS Form W-9 email correspondence); and

- d. In the event that Respondents have certified in their completed IRS Form(s) W-9 that they have applied for a TIN and that TIN has not been issued to Respondents within 30 days after the effective date of the CAFO, then Respondents, using the same email address identified in the preceding sub-paragraph, shall further:

- i) notify EPA's Cincinnati Finance Center of this fact via email within 30 days after the 30 days after the effective date of this CAFO; and
- ii) provide EPA's Cincinnati Finance Center with Respondents' TIN via email within five (5) days of Respondents' issuance and receipt of the TIN.

56. Payment of the Assessed Penalty shall not be used by Respondents or any other person as a tax deduction from Respondents' federal, state or local taxes.

G. CERTIFICATION OF COMPLIANCE

57. In executing this CAFO, Respondents each certify that the information it has supplied concerning this matter was at the time of submission and is at the time of signature to this CAFO, truthful, accurate, and complete; and that, to the best of its knowledge, it is currently in compliance with any and all FIFRA requirements that apply to its ongoing operations. Under 18 U.S.C. §1001, submitting false or misleading information can result in significant penalties, including the possibility of fines and imprisonment for knowing submission of such information.

H. RETENTION OF RIGHTS

58. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondents' liability for federal civil penalties for the violations and facts specifically alleged in Section I.C of the CAFO. Nothing in this CAFO is intended to or shall be construed to resolve (i) any civil liability for violations of any provision of any federal, state, or local law, statute, regulation, rule, ordinance, or permit not specifically alleged in Section I.C of the CAFO;

or (ii) any criminal liability. EPA specifically reserves any and all authorities, rights, and remedies available to it (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to address any violation of this CAFO or any violation not specifically alleged in Section I.C of the CAFO.

59. This CAFO does not exempt, relieve, modify, or affect in any way Respondents' duty to comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and permits.

I. ATTORNEY'S FEES AND COSTS

60. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this proceeding.

J. EFFECTIVE DATE

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


K. BINDING EFFECT

62. The undersigned representative of Complainant and the undersigned representative of Respondents each certifies that he or she is fully authorized to enter into the terms and conditions of this CAFO and to bind the party he or she represents to this CAFO.
63. The provisions of this CAFO shall apply to and be binding upon Respondents and their officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns.

FOR RESPONDENT, CHEDRAUI USA, INC.:

Date: 8-29-25 
Rosemaria Angulo
Executive Vice President, General Counsel & Secretary
Chedraui USA, Inc.

FOR RESPONDENT, SMART & FINAL STORES LLC:

Date: 8-29-25 
Rosemaria Angulo
Executive Vice President, General Counsel & Secretary
Smart & Final Stores LLC

FOR COMPLAINANT, EPA REGION IX:

Date: 9/16/2025 **MATTHEW SALAZAR** Digitally signed by
MATTHEW SALAZAR
Date: 2025.09.16
16:11:12 -07'00'
Matt Salazar, PE
Manager, Toxics Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region IX

II. FINAL ORDER

Complainant and Respondents, Chedraui USA, Inc. and Smart & Final Stores LLC, having entered into the foregoing Consent Agreement,

IT IS HEREBY ORDERED that this CAFO (Docket No. FIFRA-09-2025-0118) be entered and that Respondents shall pay a civil administrative penalty in the amount of FOUR HUNDRED AND SEVENTY-TWO THOUSAND, THREE HUNDRED AND SIXTY-NINE DOLLARS (\$472,369) and comply with the terms and conditions set forth in the Consent Agreement.

Beatrice
Wong

Digitally signed by
Beatrice Wong
Date: 2025.09.18
13:21:14 -07'00'

DATE

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

CERTIFICATE OF SERVICE

I certify that the original of the fully executed Consent Agreement and Final Order in the matter of Chedraui USA, Inc. and Smart & Final Stores LLC (FIFRA-09-2025-0118) was filed with 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: Nicholas W. Van Aelstyn, Esq.
Sheppard Mullin
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
Nvanaelstyn@sheppardmullin.com

COMPLAINANT: Carol Bussey
Assistant Regional Counsel
U.S. EPA – Region IX
Air & Toxics Section II (ORC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
Bussey.Carol@epa.gov

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