

FILED

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

31 OCT 24 AM 11:09

REGION 6

1201 Elm Street, Suite 500

REGIONAL HEARING CLERK
EPA REGION 6

Dallas, Texas 75270

In the Matter of

§

§

Asif Dosmohomed dba Thrift & \$1.00 Mart,

§

Docket No. FIFRA-06-2025-0304

§

Respondent.

§

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

The U.S. Environmental Protection Agency, Region 6 (“EPA” or “Complainant”), and Asif Dosmohomed dba Thrift & \$1.00 Mart (“Respondent”) have agreed to a settlement of this action before the filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

1. This proceeding is an administrative action for the assessment of civil penalties instituted pursuant to Section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136l.

2. This Consent Agreement and Final Order serves as notice that the EPA has reason to believe that Respondent has violated Section 12 of FIFRA, 7 U.S.C. § 136j.

Parties

3. Complainant is the Director of Enforcement and Compliance Assurance Division of the EPA, Region 6, as duly delegated by the Administrator of the EPA and the Regional Administrator, EPA, Region 6.

4. Respondent is Asif Doshmohamed dba Thrift & \$1.00 Mart, a person conducting business in the state of Texas.

Statutory and Regulatory Background

5. 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.

6. 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.

7. 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.

8. Section 14(a)(1) of FIFRA, 7 U.S.C. § 136(a)(1), authorizes a civil penalty of not more than \$5,000 for each offense. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, as amended, and the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these statutory maximum penalties to \$23,494 for violations that occur after November 2, 2015, and for which penalties are assessed on or after January 6, 2023.

Definitions

9. 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.

10. 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.

11. 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).

12. 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.

13. 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.

14. 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.

15. Section 2(a)(1) of FIFRA, 7 U.S.C. § 136(a)(1) defines “active ingredient” as in the case of a pesticide other than a plant regulator, defoliant, desiccant, or nitrogen stabilizer, an ingredient which will prevent, destroy, repel, or mitigate any pest.

16. The regulation at 40 C.F.R. 152.3 defines “active ingredient” as any substance (or group of structurally similar substances if specified by the Agency) that will prevent, destroy, repel or mitigate any pest, or that functions as a plant regulator, desiccant, or defoliant within the meaning of FIFRA sec. 2(a), except as provided in § 174.3.

EPA Findings of Fact and Conclusions of Law

17. 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).

18. Respondent owns and operates a grocery store located at: 1915 E Park Row Dr., Arlington, TX 76010 (the “Facility”).

19. Pursuant to Section 9 of FIFRA, 7 U.S.C. § 136g, the EPA conducted an inspection of the Facility on May 30, 2023, to determine Respondent’s compliance with FIFRA and the federal regulations promulgated thereunder (the “Inspection”).

20. During the inspection, EPA discovered that Respondent sold, as that term is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), at the Facility five products that are unregistered pesticides: (1) Clorox (Bleach); (2) Clorox Ropa; (3) Fabuloso Antibacterial Y Antiviral; (4) First Force Special Formula Kitchen & Bath Cleaner; and (5) GClean GC200 Surface Sanitizer/Disinfectant (the "Products").

21. On July 10, 2023, the EPA sent Respondent a Stop Sale, Use, or Removal Order.

EPA Findings of Violation

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

23. Complainant hereby states and alleges that Respondent has violated FIFRA and federal regulations promulgated thereunder as follows:

Count 1

Clorox (Bleach)

24. At the time of the Inspection, the label for the Clorox (Bleach) product, which Respondent offered for sale, stated that the product "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.

25. Because the Clorox (Bleach) product claimed by labeling that it 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.

26. Additionally, the ingredients in the Clorox (Bleach) product include Sodium Hypochlorite. This ingredient is an “active ingredient” as defined by Section 2(a) of FIFRA, 7 U.S.C. § 136(a) and 40 C.F.R. § 152.3, because it is a substance that will prevent, destroy, repel, or mitigate any pest.

27. The Clorox (Bleach) product has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose.

28. The Clorox (Bleach) product is a substance intended for a pesticidal purpose pursuant to 40 C.F.R. § 152.15(b) because it consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose (by itself or in combination with any other substance), and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

29. At the time of the inspection, the Clorox (Bleach) product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

30. Respondent’s sale of Clorox (Bleach), a pesticide that was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Clorox Ropa

31. At the time of the Inspection, the label for the Clorox Ropa product, which Respondent offered for sale, stated that the product “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.

32. Because the labeling for the Clorox Ropa product claimed that it 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.

33. Additionally, the ingredients in the Clorox Ropa product include Hydrogen Peroxide. This ingredient is an “active ingredient” as defined by Section 2(a) of FIFRA, 7 U.S.C. § 136(a) and 40 C.F.R. § 152.3, because it is a substance that will prevent, destroy, repel, or mitigate any pest.

34. The Clorox Ropa product has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose.

35. The Clorox Ropa product is a substance intended for a pesticidal purpose pursuant to 40 C.F.R. § 152.15(b) because it consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose (by itself or in combination with any other substance), 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. Respondent’s sale of Clorox Ropa, a pesticide that was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Fabuloso Antibacterial Y Antiviral

38. At the time of the inspection, the label for the Fabuloso Antibacterial Y Antiviral product, which Respondent offered for sale, stated that the product "Elimina virus y bacterias" (Eliminates viruses and bacteria) and that it "Elimina el 99,9% de las bacterias" (Eliminates 99.9% of the bacteria), implying that the product could or should be used as a pesticide.

39. Because the labeling for the Fabuloso Antibacterial Y Antiviral product claimed that it 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.

40. Additionally, the ingredients in the Fabuloso Antibacterial Y Antiviral product include Glutaraldehyde. This ingredient is an "active ingredient" as defined by Section 2(a) of FIFRA, 7 U.S.C. § 136(a) and 40 C.F.R. § 152.3, because it is a substance that will prevent, destroy, repel, or mitigate any pest.

41. The Fabuloso Antibacterial Y Antiviral product has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose.

42. The Fabuloso Antibacterial Y Antiviral product is a substance intended for a pesticidal purpose pursuant to 40 C.F.R. § 152.15(b) because it consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose (by itself or in combination with any other substance), and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

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

44. Respondent's sale of Fabuloso Antibacterial Y Antiviral, a pesticide that was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

First Force Special Formula Kitchen & Bath Cleaner

45. At the time of the Inspection, the label for the First Force Special Formula Kitchen & Bath Cleaner product, which Respondent offered for sale, stated that the product "Cleans, deodorizes and provides antibacterial protection," implying that the product could or should be used as a pesticide.

46. Because the labeling for the First Force Special Formula Kitchen & Bath Cleaner product claimed that it 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.

47. At the time of the inspection, the First Force Special Formula Kitchen & Bath Cleaner product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

48. Respondent's sale of First Force Special Formula Kitchen & Bath Cleaner, a pesticide that was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

GClean GC200 Surface Sanitizer/Disinfectant

49. At the time of the Inspection, the label for the GClean GC200 Surface Sanitizer/Disinfectant product, which Respondent offered for sale, stated that the product "Kills 99.9% of illness-causing germs for up to one month," implying that the product could or should be used as a pesticide.

50. Because the labeling for the GClean GC200 Surface Sanitizer/Disinfectant product claimed that it 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 GClean GC200 Surface Sanitizer/Disinfectant product was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

52. Respondent's sale of GClean GC200 Surface Sanitizer/Disinfectant, a pesticide that was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

CONSENT AGREEMENT

53. 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 right to appeal the Final Order accompanying this Consent Agreement.

54. Respondent consents to the issuance of this Consent Agreement and Final Order and consent for the purposes of settlement to the payment of the civil penalty specified herein.

55. By signing this Consent Agreement and Final Order, 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.

56. 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 Payment

57. Respondent agrees to pay a civil penalty in the amount of Six Thousand Six Hundred Dollars (\$6,600) ("Assessed Penalty") within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk ("Filing Date").

58. 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>.

59. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

60. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Agreement, Docket No. FIFRA-06-2025-0304.
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Lorena S. Vaughn
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ORC)
Dallas, Texas 75270-2102
Vaughn.lorena@epa.gov; and

Kiera Hancock
Enforcement and Compliance Assurance Division
Toxics Enforcement Section
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ECDST)
Dallas, Texas 75270-2101
hancock.kiera@epa.gov

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, and identified with the appropriate docket number and Respondent’s name.

61. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.

a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed 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 large corporate 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. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.
- c. **Late Payment Penalty.** A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the Filing Date.

62. **Late Penalty Actions.** In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, 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 or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.

- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- 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, per 40 C.F.R. § 13.17.
- d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

63. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d),

a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

64. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

Effect of Settlement and Reservation of Rights

65. Full payment of the penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of the FIFRA or any other applicable law.

66. The effect of settlement described in the immediately preceding paragraph is conditioned upon the accuracy of Respondents' representations to the EPA, as memorialized in paragraph directly below.

67. Respondent certifies by the signing of this Consent Agreement that it is presently in compliance with all requirements of FIFRA and its implementing regulations.

68. Full payment of the penalty proposed in this Consent Agreement shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement and Final Order does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the FIFRA and regulations promulgated thereunder.

69. Complainant reserves the right to enforce the terms and conditions of this Consent Agreement and Final Order.

General Provisions

70. By signing this Consent Agreement, the undersigned representative of Respondent certifies that he or she is fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the party it represents to this Consent Agreement.

71. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This Consent Agreement and Final Order shall be effective upon the filing of the Final Order by the Regional Hearing Clerk for EPA, Region 6. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

72. The penalty specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State and local taxes.

73. This Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors and/or 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 Consent Agreement and Final Order.

74. The EPA and Respondent agree to the use of electronic signatures for this matter pursuant to 40 C.F.R. § 22.6. The EPA and Respondent further agree to electronic service of this Consent Agreement and Final Order by email to the following:

To EPA: *george.elizabeth.a@epa.gov*

To Respondent: *thrift dollar@gmail.com*

RESPONDENT:

ASIF DOSMOHOMED DBA THRIFT & \$1.00 MART

Date: 10/23/2024

Asif Dosmohomed

Signature

Asif Dosmohomed

Name

Principal

Title

COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: October 29, 2024

Cheryl T. Seager

Digitally signed by
CHERYL SEAGER
Date: 2024.10.29
09:44:09 -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. § 1361(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.

Respondent 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.

Thomas Rucki

Thomas Rucki
Regional Judicial Officer

10/29/2024

Date

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 addresses:

Copy via Email to Complainant, EPA:

george.elizabeth.a@epa.gov

Copy via Email to Respondent:

thriftdollar@gmail.com
Thrift & \$1.00 Mart
1915 E Park Row Dr.
Arlington, TX 76010



Karen Van Sickle
Regional Hearing Clerk
U.S. EPA, Region 6