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13 **UNITED STATES**
14 **ENVIRONMENTAL PROTECTION AGENCY**
15 **REGION IX**
16 **75 HAWTHORNE STREET**
17 **SAN FRANCISCO, CA 94105**

18
19 In the matter of:)
20) U.S. EPA Docket No. FIFRA-09-2023-0086
21)
22 Grocery Outlet Inc.) **CONSENT AGREEMENT**
23) and
24) **FINAL ORDER PURSUANT TO**
25 Respondent.) **SECTIONS 22.13 AND 22.18**
26)
27

28 **I. CONSENT AGREEMENT**

29 The United States Environmental Protection Agency (“EPA”) and Grocery Outlet Inc.
30 (“Respondent”) agree to settle this matter and consent to the entry of this Consent Agreement
31 and Final Order (“CAFO”). This CAFO simultaneously initiates and concludes this proceeding
32 in accordance with 40 C.F.R. §§22.13(b) and 22.18(b).

33 **A. AUTHORITY AND PARTIES**

34 1. This administrative proceeding for the assessment of a civil administrative penalty
35 is initiated pursuant to section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, 7
36 U.S.C. § 136, et seq. (hereinafter referred to as “FIFRA” or the “Act”), and the Consolidated
37 Rules of Practice Governing the Administrative Assessment of Civil Penalties and the
38 Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22.

39 2. Complainant is the Manager of the Toxics Section of the Enforcement and
40 Compliance Assurance Division, EPA Region IX, who has been duly delegated to commence

1 and settle an enforcement action in this matter.

2 3. Respondent is a California corporation headquartered in Emeryville, California
3 and with facilities and businesses in California.

4 **B. STATUTORY AND REGULATORY AUTHORITIES**

5 4. Under section 2(s) of FIFRA, 7 U.S.C. §136 s), a person is “any individual,
6 partnership, association, corporation, or any organized group of persons whether incorporated or
7 not.”

8 5. Under section 2(u) of FIFRA, 7 U.S.C. §136(u), a pesticide is, among other
9 things, “any substance or mixture of substances intended for preventing, destroying, repelling, or
10 mitigating any pest.”

11 6. The term “pest” includes (1) any insect, rodent, nematode, fungus, weed, or (2)
12 any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-
13 organism (except viruses, bacteria, or other micro-organisms on or in living man or other living
14 animals) which the Administrator declares to be a pest under FIFRA section 25(c)(1). Section
15 2(t) of FIFRA, 7 U.S.C. §136(t).

16 7. The term “to distribute or sell” means to distribute, sell, offer for sale, hold for
17 distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or
18 receive and (having so received) deliver or offer to deliver. Section 2(gg) of FIFRA, 7 U.S.C. §
19 136(gg).

20 *Unregistered Pesticide*

21 8. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), states that it is unlawful
22 for any person in any State to distribute or sell to any person any pesticide that is not registered
23 under the Act. See also 40 C.F.R. 152.15, which also provides that no person may distribute or
24 sell any pesticide that is not registered under the Act, with certain exceptions not applicable here.

25 *Penalty*

26 9. Any registrant, commercial applicator, wholesaler, dealer, retailer, or other
27 distributor who violates any provision of the Act may be assessed a civil penalty of not more
28 than \$23,494 for violations that occurred after November 2, 2015 and are assessed on or after
29 January 6, 2023. Section 14(a)(1) of the Act, 7 U.S.C. § 136l(a)(1), as amended by the Civil
30 Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19.

1 **C. COMPLAINANT'S ALLEGATIONS**

2 Complainant alleges:

3 10. Respondent is a "person" as that term is defined by section 2(s) of FIFRA, 7
4 U.S.C. § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.

5 11. Respondent is a retailer.

6 12. On or about February 3, 2021, California Department of Pesticide Regulation
7 inspectors conducted an inspection of a Grocery Outlet store in Stockton, California.

8 13. On or about March 9, 2021, EPA Inspectors conducted an inspection of the
9 Clayton Valley Grocery Outlet in Concord, California.

10 14. The Stockton and Clayton Valley Grocery Outlets are each operated by an
11 independent operator that obtains merchandise from Respondent.

12 15. At the times relevant to this action, Respondent owns and operates stores in
13 Oakland, California and Redwood City, California.

14 16. After the EPA inspection, EPA requested and Respondent provided information
15 regarding products distributed and sold by Respondent.

16 17. At the times relevant to this action, Respondent was selling and distributing the
17 following products: (1) Love of Dream Antibacterial Wipes; (2) Fabuloso Orange Energy
18 Cleaner; (3) Miami Sterilizing Antiseptic Wipes (50 count and 100 count); (4) Miami 75%
19 Alcohol Wipes (50 count and 100 Count); and (5) Gold Essence Multi-Purposc Antibacterial Wet
20 Wipes (citrus and fresh scents).

21 18. Bacteria, virus, and other micro-organisms on surfaces, including surfaces of
22 residential housing, appliances, consumer electronics, toys, cars, and offices, are each "pests" as
23 that term is defined by FIFRA.

24 **Count 1: Love of Dream Antibacterial Wipes**

25 19. At all times relevant to this action, Love of Dream Antibacterial Wipes is labeled
26 as follows:

27 A. The front label states in part "Antibacterial Wipes," "Efficient
28 Sterilization," "99.9% sterilization rate."

29 B. The back label states "Scope of Application: Cleaning of objects surface
30 and skin."

31 C. The back label states "Main Ingredients: Non-woven fabric, pure water,

1 disinfectant.”

2 D. The label contains neither an EPA product registration number nor an
3 EPA producing establishment number.

4 20. Claims for use to sterilize surfaces are claims against virus, bacteria, or other
5 microorganisms.

6 21. At all times relevant to this action, Love of Dream Antibacterial Wipes is a
7 “pesticide” as that term are defined by FIFRA.

8 22. At all times relevant to this action, Love of Dream Antibacterial Wipes is not a
9 registered pesticide under the Act.

10 23. Between October 24, 2020 and December 26, 2020, on at least five occasions
11 Respondent shipped Love of Dreams Antibacterial Wipes to the Stockton independently-
12 operated store and to its own Oakland store. Between February 3, 2021 and May 30, 2021,
13 Respondent sold Love of Dream Antibacterial Wipes on at least 10 occasions from its Redwood
14 City and Oakland stores.

15 24. Between October 24, 2020 and May 30, 2021, Respondent distributed or sold
16 Love of Dream Antibacterial Wipes on at least fifteen occasions. On each of these occasions,
17 Respondent “distributed or sold” Love of Dream Antibacterial Wipes as the term “to distribute or
18 sell” is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg). In each of these occasions,
19 Respondent violated section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or
20 selling an unregistered pesticide.

21 **Count 2: Fabuloso Orange Energy Cleaner**

22 25. At all times relevant to this action, Fabuloso Orange Energy Cleaner is labeled as
23 follows:

24 A. The front label states “Frescura Activa Antibacterial.” On or about March
25 9, 2021, a white sticker affixed over this portion of the front label states
26 “Orange long lasting Fragrance.”

27 B. The back label contains graphics and two columns of text. On or about
28 March 9, 2021, a white sticker approximately the width of one column of text
29 partially obscured portions of the back label with instructions for use on
30 floors, bathrooms & walls and stating in part “Contains Glutaraldehyde.”

31 C. The back label states “Elimina el 99.99% de E. coli, P. aeruginosa, S.

1 typhimurium, S. aureus.”

- 2 1. “Elimina el” is Spanish and means eliminate or remove.
3 2. E. coli, P. aeruginosa, S. typhimurium, S. aureus are types of
4 bacteria.
5 3. The white sticker placed on the left-hand column of text leaves this
6 text visible.

7 D. The label contains neither an EPA product registration number nor an
8 EPA producing establishment number.

9 26. Claims for use to eliminate bacteria and to be antibacterial are claims against
10 virus, bacteria, or other microorganisms. Bacteria including E. coli, P. aeruginosa, S.
11 typhimurium, S. aureus, and virus and other micro-organisms are each “pests” as that term is
12 defined by FIFRA.

13 27. At the times relevant to this action, Fabuloso Orange Energy Cleaner is a
14 “pesticide” as that term is defined by FIFRA.

15 28. At the times relevant to this action, Fabuloso Orange Energy Cleaner is not a
16 registered pesticide under the Act.

17 29. On or about November 19, 2020 Respondent shipped Fabuloso Orange Energy
18 Cleaner to its Redwood City store. On or about December 8, 2020, Respondent shipped Fabuloso
19 Orange Energy Cleaner to the independently-operated Clayton Valley store.

20 30. In November and December 2020, Respondent distributed or sold Fabuloso
21 Orange Energy Cleaner on at least two occasions. On each of these occasions, Respondent
22 “distributed or sold” Fabuloso Orange Energy Cleaner as the term “to distribute or sell” is
23 defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg). In each of these occasions, Respondent
24 violated section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or selling an
25 unregistered pesticide.

26 **Count 3: Miami Sterilizing Antiseptic Wipes**

27 31. At all times relevant to this action, Miami Sterilizing Antiseptic Wipes is labeled
28 as follows:

- 29 A. The front label states “sterilizing antiseptic wipes” “Kills 99.99% of
30 germs” and “Multi surface.”
31 B. The back label states “sterilization of skin and surfaces to help decrease

1 bacteria.”

2 C. The back label states “Ingredients: non-woven fabric, cetylpyridinium
3 chloride (w/w, 0.03%), proylene glycol, pure water.”

4 D. The label contains neither an EPA product registration number nor an
5 EPA producing establishment number.

6 32. Claims for use to sterilize surfaces and kill germs are claims against virus,
7 bacteria, or other microorganisms.

8 33. At the times relevant to this action, Miami Sterilizing Antiseptic Wipes is a
9 “pesticide” as that term is defined by FIFRA.

10 34. At the times relevant to this action, Miami Sterilizing Antiseptic Wipes is not a
11 registered pesticide under the Act.

12 35. Between November 12, 2020 and January 30, 2021, on at least nine occasions,
13 Respondent shipped Miami Sterilizing Antiseptic Wipes to the Stockton and Clayton Valley
14 independently-operated stores and to its own Oakland and Redwood City stores. Between
15 February 3, 2021 and May 30, 2021, Respondent sold Miami Sterilizing Antiseptic Wipes on at
16 least 7 occasions from its Redwood City and Oakland stores.

17 36. Between November 12, 2020 and May 30, 2021, Respondent distributed or sold
18 Miami Sterilizing Antiseptic Wipes on at least 16 occasions. On each of these occasions,
19 Respondent “distributed or sold” Miami Sterilizing Antiseptic Wipes as the term “to distribute or
20 sell” is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg). In each of these occasions,
21 Respondent violated section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or
22 selling an unregistered pesticide.

23 **Count 4: Miami 75% Alcohol Wipes**

24 37. At all times relevant to this action, Miami 75% Alcohol Wipes is labeled as
25 follows:

26 A. The front label states “75% Alcohol Wipes, Kills 99.99% of Germs” and
27 “For daily cleaning and sterilization especially hands and skin.”

28 B. The back label under “Usage and Functions:” lists “Equipment cleaning
29 and sterilization.”

30 C. The label contains neither an EPA product registration number nor an
31 EPA producing establishment number.

1 38. Claims for use to sterilize equipment are claims against virus, bacteria, or other
2 microorganisms.

3 39. At the times relevant to this action, Miami 75% Alcohol Wipes is a “pesticide” as
4 that term is defined by FIFRA.

5 40. At the times relevant to this action, Miami 75% Alcohol Wipes is not a registered
6 pesticide under the Act.

7 41. Between October 24, 2020 and February 27, 2021, on at least 19 occasions,
8 Respondent shipped Miami 75% Alcohol Wipes to the Stockton and Clayton Valley
9 independently-operated stores and to its own Oakland and Redwood City stores. Between
10 February 3, 2021 and May 30, 2021, Respondent sold Miami 75% Alcohol Wipes on at least 9
11 occasions from its Redwood City and Oakland stores.

12 42. Between October 24, 2020 and May 30, 2021, Respondent distributed or sold
13 Miami 75% Alcohol Wipes on at least 28 occasions. On each of these occasions, Respondent
14 “distributed or sold” Miami 75% Alcohol Wipes as the term “to distribute or sell” is defined by
15 Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg). In each of these occasions, Respondent violated
16 section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or selling an
17 unregistered pesticide.

18 **Count 5: Gold Essence Multi-Purpose Antibacterial Wet Wipes**

19 43. At all times relevant to this action, Gold Essence Wipes Multi-Purpose
20 Antibacterial Wet Wipes (citrus and fresh scents) (“Gold Essence Wipes”) is labeled as follows:

- 21 A. The front label states “Kills 99.9% of germs & bacteria.”
22 B. The back label includes the statements “Our antibacterial wipes get rid of
23 dirt and grim while wiping away 99.9% of germs and bacteria” and “Use ● To
24 clean and decrease bacteria and germs.”
25 C. The label contains instructions for use on surfaces, including graphics
26 suggesting use in the kitchen, bedroom, bathroom, appliances & electronics,
27 and home car or office and the instructions to “Rinse toys ... with clean water
28 after cleaning.”
29 D. The label states that the active ingredient is “benzalkonium chloride 0.3%”
30 and lists under “Inactive ingredients” the following: Water 98.2000%,
31 Phenoxyethanol 0.2000%, Propylene glycol 1.000%, Benzalkonium chloride

1 0.3000%, Chlorphenesin 0.1000% Didecyldimonium chloride 0.1000% and
2 Parfum (fragrance) 0.1000%.

3 E. The label contains neither an EPA product registration number nor an
4 EPA producing establishment number.

5 44. Claims to kill or wipe away germs and bacteria are claims against virus, bacteria,
6 or other microorganisms.

7 45. Gold Essence Wipes is a “pesticide” as those terms are defined by FIFRA.

8 46. Gold Essence Wipes is not a registered pesticide under the Act.

9 47. On or about January 3, 2021 and on or about January 10, 2021, Respondent sold
10 Gold Essence Wipes at its Redwood City store.

11 48. In January 2021 Respondent distributed or sold Gold Essence Wipes on at least 2
12 occasions. On each of these occasions, Respondent “distributed or sold” Gold Essence Wipes as
13 the term “to distribute or sell” is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg). In each
14 of these occasions, Respondent violated section 12(a)(1)(A) of FIFRA, 7 U.S.C. §
15 136j(a)(1d)(A), by distributing or selling an unregistered pesticide.

16 D. RESPONDENTS’ ADMISSIONS

17 49. In accordance with 40 C.F.R. § 22.18(b)(2), and for the purpose of this
18 proceeding, Respondent (i) admits that EPA has jurisdiction over the subject matter of this
19 CAFO and over Respondent; (ii) neither admits nor denies the specific factual allegations
20 contained in Section I.C of this CAFO; (iii) consents to any and all conditions specified in this
21 CAFO, (iv) agrees to pay, and consents to the assessment of, the civil administrative penalty
22 under Section I.E of this CAFO; (v) waives any right to contest the allegations contained in
23 Section I.C of this CAFO; and (vi) waives the right to appeal the proposed final order contained
24 in this CAFO.

25 E. CIVIL ADMINISTRATIVE PENALTY

26 50. Respondent consents to the assessment of a civil administrative penalty in the
27 amount of **THREE HUNDRED NINETY-TWO THOUSAND DOLLARS (\$ 392,000)** as
28 final settlement and complete satisfaction of the civil claims against Respondent arising from the
29 facts alleged in Section I.C of the CAFO and under the Act.

30 a. Respondent shall pay the civil penalty within thirty (30) days of the effective
31 date of this CAFO by one of the methods listed below:

1 i. Respondent may pay online through the Department of the Treasury
2 website at www.pay.gov. In the Search Public Form field, enter SFO 1.1,
3 click EPA Miscellaneous Payments - Cincinnati Finance Center, and
4 complete the SFO Form Number 1.1.

5
6 ii. Respondent may also pay the civil penalty using any method, or
7 combination of methods, provided on the following website:

8
9 <http://www2.epa.gov/financial/additional-instructions-making-payments-epa>

10
11 If clarification regarding a particular method of payment remittance is needed,
12 contact the EPA's Cincinnati Finance Center at (513) 487-2091.

13
14 b. Respondent shall identify payment with the name and docket number of this
15 case; and

16 c. A copy of each check, or notification that the payment has been made by one
17 of the other methods listed above, including proof of the date payment was made, shall be sent
18 with a transmittal letter, indicating Respondent's name, the case title, and docket number, to the
19 following regular or email addresses:

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

23
24 Ejan Petrie
25 Toxics Section
26 Enforcement and Compliance Assurance Division
27 U.S. EPA, Region IX
28 Petrie.Ejan@epa.gov

29
30 51. In the event that Respondent fails to pay the civil administrative penalty assessed
31 above by the due date, Respondent shall pay to EPA a stipulated penalty in the amount of **FIVE**
32 **HUNDRED DOLLARS (\$500)** for each day that payment is late in addition to the unpaid
33 balance of the penalty assessed above. Upon EPA's written demand, this stipulated penalty shall
34 immediately become due and payable.

35 52. If Respondent fails to pay the penalty assessed by this CAFO in full by the date
36 specified in Paragraph **50**, the entire unpaid balance and accrued interest shall become
37 immediately due and owing. Respondent's tax identification numbers may be used for collecting
38 or reporting any delinquent monetary obligation arising from this CAFO (see 31 U.S.C. § 7701).
39 If payment is not received in full by the date specified in Paragraph **50**, interest, penalty and

1 administrative costs will accrue from the effective date of this CAFO as described at 40 CFR
2 §13.11. In addition, if this matter is referred to another department or agency (e.g., the
3 Department of Justice, the Internal Revenue Service), that department or agency may assess its
4 own administrative costs, in addition to EPA's administrative costs, for handling and collecting
5 Respondent's overdue debt. Respondent's failure to pay in full the civil administrative penalty by
6 its due date also may also lead to any or all of the following actions:

7 a. The debt being referred to a credit reporting agency, a collection agency, or to
8 the Department of Justice for filing of a collection action in the appropriate United States District
9 Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such collection action, the validity, amount,
10 and appropriateness of the assessed penalty and of this CAFO shall not be subject to review.

11 b. The debt being collected by administrative offset (i.e., the withholding of
12 money payable by the United States to, or held by the United States for, a person to satisfy the
13 debt the person owes the Government), which includes, but is not limited to, referral to the
14 Internal Revenue Service for offset against income tax refunds. 40 C.F.R. Part 13, Subparts C
15 and H.

16 c. EPA may (i) suspend or revoke Respondent's licenses or other privileges; (ii)
17 suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA
18 sponsors or funds; (iii) convert the method of payment under a grant or contract from an
19 advanced payment to a reimbursement method; or (iv) revoke a grantee's or contractor's letter-
20 of-credit. 40 C.F.R. §§ 13.17.

21 **F. RESPONDENT CERTIFICATION**

22 53. In executing this CAFO, Respondent certifies that the information it has supplied
23 concerning this matter was at the time of submission, and is at the time of signature to this
24 CAFO, truthful, accurate, and complete; and that Respondent has corrected the violations alleged
25 in Section I.C of this CAFO. Under 18 U.S.C. § 1001, submitting false or misleading
26 information can result in significant penalties, including the possibility of fines and
27 imprisonment for knowing submission of such information.

28 **G. RETENTION OF RIGHTS, BINDING EFFECT, ETC.**

29 54. This Consent Agreement constitutes the entire agreement between the Respondent
30 and EPA. Full payment of the civil penalty and any applicable interest charges or late fees or
31 penalties as set forth in this CAFO shall constitute full settlement and satisfaction of civil penalty

1 liability against Respondent for the violations alleged in Section I.C of this CAFO.

2 55. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's
3 liabilities for federal civil penalties for the violations specifically alleged in Section I.C of this
4 CAFO. Nothing in this CAFO is intended to or shall be construed to resolve: (i) any civil liability
5 for violations of any provision of any federal, state, or local law, statute, regulation, rule,
6 ordinance, or permit not specifically alleged in Section I.C of this CAFO; or (ii) any criminal
7 liability. EPA specifically reserves any and all authorities, rights, and remedies available to it
8 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to address
9 any violation of this CAFO or any violation not specifically alleged in Section I.C of this CAFO.
10 This CAFO does not exempt, relieve, modify, or affect in any way Respondent's duties to
11 comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and
12 permits.

13 56. Except as set forth in Paragraph 52 above, EPA and Respondent shall each bear
14 its own fees, costs, and disbursements in this action.

15 57. For the purposes of state and federal income taxation, Respondent shall not claim
16 a deduction for any civil penalty payment made pursuant to this CAFO.

17 58. This CAFO constitutes an enforcement action for purposes of considering
18 Respondent's compliance history in any subsequent enforcement action. This CAFO will be
19 available to the public and does not contain any confidential business information. Respondent
20 further consents to accept electronic service of the fully executed CAFO, by electronic mail, to
21 the following address: legalsop@cfgo.com. Respondent understands that this e-mail address
22 may be made public when the CAFO and Certificate of Service are filed and uploaded to a
23 searchable database.


24 59. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), the effective date of
25 this CAFO shall be the date on which the accompanying Final Order, having been signed by the
26 Regional Judicial Officer, is filed.

27 60. The provisions of this CAFO shall be binding on Respondent and on
28 Respondent's officers, directors, employees, agents, servants, authorized representatives,
29 successors, and assigns.

30 61. The undersigned representatives of each party to this Consent Agreement certify
31 that each is duly authorized by the party whom he or she represents to enter into the terms and

1 conditions of this Consent Agreement and Final Order and bind that party to it.

2
3 Grocery Outlet Inc.:

4
5
6 Date: 7-26-23 By: 

7
8 Name: Luke D. Thompson

9
10 Title: Senior Vice President, General Counsel & Secretary

11
12
13

1 **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:**

2
3 **MATTHEW**
4 **SALAZAR**

Digitally signed by MATTHEW
SALAZAR
Date: 2023.08.23 10:47:24 -07'00'

5 Date: 8/23/2023

By: _____

6 **MATT SALAZAR**
7 **Manager, Toxics Section**
8 **Enforcement and Compliance Assurance Division**
9 **U.S. Environmental Protection Agency,**
10 **Region IX**

1 **II. FINAL ORDER**

2
3 IT IS HEREBY ORDERED that this Consent Agreement and Final Order (EPA Docket
4 No. FIFRA-09-2023-0086) be entered and that Respondent shall pay a civil administrative
5 penalty in the amount of **THREE HUNDRED NINETY-TWO THOUSAND DOLLARS**
6 **(\$392,000)** in accordance with the terms of this Consent Agreement and Final Order.
7
8
9

10
11 _____
12 Beatrice Wong Date
13 Regional Judicial Officer
U.S. EPA, Region IX

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing Consent Agreement and Final Order in the matter of Grocery
3 Outlet, Inc. (Docket No. FIFRA-09-2023-0086), was filed with the Regional Hearing Clerk, and
4 that a true and correct copy of the same was sent to the following parties via electronic mail, as
5 indicated below:

6 **RESPONDENT:** Luke D. Thompson
7 Senior Vice President
8 General Counsel & Secretary
9 Grocery Outlet, Inc.
10 5650 Hollis Street
11 Emeryville, CA 94608
12 Legalsop@cfgo.com

13 **RESPONDENT COUNSEL:** David M. Meezan, Esq.
14 Kazmarek Mowrey Cloud Laseter LLP
15 Dmeezan@kmcllaw.com

16 **COMPLAINANT:** Margaret Alkon
17 Assistant Regional Counsel
18 U.S. EPA – Region IX
19 75 Hawthorne Street
20 San Francisco, CA 94105
21 Alkon.Margaret@epa.gov

22 _____
23 Ponly Tu Date
24 Regional Hearing Clerk
25 U.S. EPA - Region IX
26
27
28