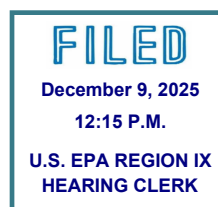


Suzanne Andrews
Regional Counsel

Catherine Schluter
Assistant Regional Counsel (ORC-2-1)
United States Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
(415) 972-3911
schluter.catherine@epa.gov



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 HAWTHORNE STREET
SAN FRANCISCO, CALIFORNIA 94105**

_____)	
In the Matter of:)	
)	Docket No. FIFRA-09-2026-0021
San Pablo Supermarket, Inc.)	
)	CONSENT AGREEMENT AND
)	FINAL ORDER PURSUANT TO
)	40 C.F.R. §§ 22.13 AND 22.18
Respondent.)	
_____)	

I. CONSENT AGREEMENT

The United States Environmental Protection Agency, Region IX (“EPA”), and San Pablo Supermarket, Inc. (“Respondent”) agree to settle this matter and consent to the entry of this Consent Agreement and Final Order (“CAFO”), which simultaneously commences and concludes this matter in accordance with 40 C.F.R. §§ 22.13 and 22.18.

A. AUTHORITY AND PARTIES

1. This proceeding is a civil administrative action brought pursuant to Section 14(a)(1) of the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA” or “the Act”), 7 U.S.C. §

136/(a)(1), for the assessment of a civil administrative penalty against Respondent for violations of Section 12 of the Act, 7 U.S.C. § 136j.

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. Respondent is a California corporation whose headquarters is located at 2368 El Portal Drive in San Pablo, California 94806.

B. STATUTORY AND REGULATORY BACKGROUND

4. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), provides that “person” means “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), provides that “pest” means “(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 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. § 136w(c)(1)].”

6. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), provides that “pesticide” means, in part, “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.”

7. 40 C.F.R. § 152.15 provides, in 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 to be a pesticide requiring registration, if: (a) The

person who distributes or sells the substance claims, states, or implies (by labeling or otherwise): (1) That the substance (either by itself or in combination with any other substance) can or should be used as 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)(1)(A)(i) of FIFRA, 7 U.S.C. § 136(mm)(1)(A)(i), provides that “antimicrobial pesticide” means, in part, “a pesticide that is intended to disinfect, sanitize, reduce or mitigate growth or development of microbial organisms.”

9. Section 2(h) of FIFRA, U.S.C. § 136(h), provides that “device” means, in part, “any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling, or mitigating any pest.”

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

11. Section 2(p)(2)(A) of FIFRA, 7 U.S.C. § 136(p)(2)(A), provides that “labeling” means, in part, “all labels and all other written, printed, or graphic matter...accompanying the pesticide or device at any time.”

12. Section 2(q) of FIFRA, 7 U.S.C. § 136(q), provides, in part, 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 . . . [or] (D) its label does not bear the registration number assigned under section 7 to each establishment in which it was produced....”

13. 40 C.F.R. § 152.500(b)(1) provides, in part, that a “device is subject to the requirements set forth in FIFRA [section] 2(q)(1) and [40 C.F.R.] part 156... with respect to labeling.”
14. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), provides that “to distribute or sell” means “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.”
15. 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.
16. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides that it shall be unlawful for any person to distribute or sell to any person a pesticide that is not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.
17. Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), provides that it shall be unlawful for any person in any State to distribute or sell to any person any device which is misbranded.
18. 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. § 136/(a)(1), as amended by the Civil Monetary Penalty Inflation Adjustment Rule at 40 C.F.R. Part 19 (90 Fed. Reg. 1375).

C. ALLEGED VIOLATIONS

19. At all times relevant to this CAFO, Respondent was a corporation and therefore a “person” as that term is defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

20. At all times relevant to this CAFO, Respondent owned, operated or otherwise controlled a retail store located at 2368 El Portal Drive in San Pablo, California 94806 (“the Retail Store”).

21. As a retailer and by doing business in the United States, Respondent is subject to the requirements of FIFRA and its implementing regulations.

PH5B Disinfectant Spray

22. On or about September 29, 2023, Respondent offered for sale the product, “PH5B Disinfectant Spray,” at the Retail Store.

23. In March 2023, June 2023, and October 2023, Respondent sold the product, “PH5B Disinfectant Spray,” at the Retail Store in at least three (3) transactions.

24. The label on the product, “PH5B Disinfectant Spray,” contained the following claims: “kills 99.9% of viruses & bacteria,” “disinfectant spray to kill illness-causing viruses and bacteria,” and “to sanitize allow to remain wet for 30 seconds and allow surface to air dry.”

25. Based on its name and the claims on its label, the product, “PH5B Disinfectant Spray,” is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15, and specifically an “antimicrobial pesticide” pursuant to Section 2(mm)(1)(A)(i) of FIFRA, 7 U.S.C. § 136(mm)(1)(A)(i).

26. Thus, from March 2023 to October 2023, Respondent “distributed or sold” the pesticide, “PH5B Disinfectant Spray,” at the Retail Store, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

27. At all times relevant to this CAFO, the pesticide, “PH5B Disinfectant Spray,” was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

28. Consequently, Respondent's distributions or sales of the pesticide, "PH5B Disinfectant Spray," from March 2023 to October 2023 constitute four (4) violations of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

Nano Task Liquid Detergent

29. On or about September 29, 2023, Respondent offered for sale the product, "Nano Task Liquid Detergent," at the Retail Store.

30. The label on the product, "Nano Task Liquid Detergent," contained the following claim, translated from Chinese: "nanoscale antibacterial effects."

31. Based on the claim on its label, the product, "Nano Task Liquid Detergent," is a "pesticide" pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.

32. Thus, on or about September 29, 2023, Respondent "distributed or sold" the pesticide, "Nano Task Liquid Detergent," at the Retail Store, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

33. At all times relevant to this CAFO, the pesticide, "Nano Task Liquid Detergent," was not registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

34. Consequently, Respondent's distribution or sale of the pesticide, "Nano Task Liquid Detergent," on or about September 29, 2023 constitutes one (1) violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide which is not registered with EPA under Section 3 of FIFRA.

ProCatch Mouse Glue Traps

35. On or about September 29, 2023, Respondent offered for sale the product, “ProCatch Mouse Glue Traps,” at the Retail Store.

36. In March 2023, April 2023, September 2023, and February 2024, Respondent sold the product, “ProCatch Mouse Glue Traps,” at the Retail Store in at least four (4) transactions.

37. The label on the product, “ProCatch Mouse Glue Traps,” contained the following claims: “catch mouse without poison” and “rat-catching for modern people.”

38. Based on its name and the claims on its label, the product, “ProCatch Mouse Glue Traps,” is a “device” pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

39. Thus, from March 2023 to February 2024, Respondent “distributed or sold” the device, “ProCatch Mouse Glue Traps,” at the Retail Store, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

40. At all times relevant to this CAFO, the device, “ProCatch Mouse Glue Traps,” did not bear an EPA establishment number assigned under Section 7 of FIFRA to the establishment in which it was produced.

41. Based on the lack of an EPA establishment number on its label, the device, “ProCatch Mouse Glue Traps,” is “misbranded” pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D).

42. Consequently, Respondent’s distributions or sales of the device, “ProCatch Mouse Glue Traps,” from March 2023 to February 2024 constitute five (5) violations of Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), which provides that it is unlawful for any person to distribute or sell to any person any device which is misbranded.

D. RESPONDENT'S ADMISSIONS

43. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding, Respondent (i) admits that EPA has jurisdiction over the subject matter of this CAFO and over Respondent; (ii) neither admits nor denies the specific factual allegations contained in Section I.C of the CAFO; (iii) consents to any and all conditions specified in this CAFO and to the assessment of the civil administrative penalty under Section I.E of the CAFO; (iv) waives any right to contest the allegations contained in Section I.C of the CAFO; and (v) waives the right to appeal the final order contained in the CAFO. By signing this consent agreement, 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 consent agreement.

E. CIVIL ADMINISTRATIVE PENALTY

44. Respondent agrees to pay a civil penalty in the amount of THIRTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$32,300) ("Assessed Penalty") as final settlement of the civil claims against Respondent arising under the Act as alleged in Section I.C. of the CAFO. Respondent shall pay the Assessed Penalty within thirty (30) days after the date of the final order ratifying this consent agreement is filed with the Regional Hearing Clerk ("Filing Date").

45. 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>. For additional instructions see:

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

46. When making a payment, Respondent shall:

- a. Identify each payment with Respondent's name and the docket number of this Agreement, FIFRA-09-2026-0021,
- b. Concurrent with each payment or within 24 hours of the payment, Respondent shall provide proof of such payment to the following addressees:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region IX
R9HearingClerk@epa.gov

Emily Benayoun
Enforcement and Compliance Assurance Division (ENF-2-3)
U.S. Environmental Protection Agency, Region IX
benayoun.emily@epa.gov

and

Cincinnati Finance Division
U.S. Environmental Protection Agency
CINWD_AcctsReceivable@epa.gov

"Proof of payment" means, as applicable, 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.

- c. If Respondent fails to pay the Assessed Penalty by the deadline specified in Paragraph 44, then Respondent also shall pay to EPA a stipulated penalty of ONE HUNDRED FIFTY DOLLARS (\$150.00) per day for each day that payment is late, in addition to the Assessed Penalty. Stipulated penalties shall accrue until the Assessed

Penalty and all accrued stipulated penalties are paid and shall become due and payable upon EPA's written request.

47. Interest Charges and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, interest, penalties charges, and administrative costs will be assessed against the outstanding amount that Respondent owes to EPA for Respondent's failure to timely pay any portion of the Assessed Penalty pursuant to this CAFO. The entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing and EPA is authorized to recover the following amounts:

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. 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).

Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. Administrative costs for handling and collecting Respondent's 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).

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.

48. Late Penalty Action. 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 pursuant to this CAFO, EPA may take additional actions, which include, but are not limited to, the following:

- a. Referral of the debt to a credit reporting agency or a collection agency. 40 C.F.R. §§ 13.13 and 13.14.
- b. Collection of 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. 40 C.F.R. Part 13, Subparts C and H.
- c. Suspension or revocation of Respondent's licenses or other privileges or suspension or disqualification of Respondent from doing business with EPA or engaging in programs EPA sponsors or funds. 40 C.F.R. § 13.17.
- d. Refer that the Attorney General bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136/(a)(5).

49. 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.

50. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be used by Respondent or any other person as a tax deduction from Respondent's federal, state, or local taxes.

F. CERTIFICATION OF COMPLIANCE

51. In executing this CAFO, Respondent certifies that, to the best of its knowledge, it is currently in compliance with any FIFRA requirements that may apply to its ongoing operations.

G. RETENTION OF RIGHTS

52. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's 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.

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

H. ATTORNEY'S FEES AND COSTS

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

I. EFFECTIVE DATE

55. 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.

J. BINDING EFFECT

56. The undersigned representative of Complainant and the undersigned representative of Respondent 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.

57. 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.

FOR RESPONDENT, SAN PABLO SUPERMARKET, INC.

10/24/2025

DATE



Hieu T. Tran
Chief Executive Officer
San Pablo Supermarket, Inc.

FOR COMPLAINANT, EPA REGION IX:

12/3/2025

DATE

MATTHEW
SALAZAR

Digitally signed by
MATTHEW SALAZAR
Date: 2025.12.03
15:44:14 -08'00'

Matt Salazar, PE
Manager, Toxics Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region IX

Consent Agreement and Final Order
In the Matter of: San Pablo Supermarket, Inc.
Docket No. FIFRA-09-2026-0021

II. FINAL ORDER

Complainant and Respondent, San Pablo Supermarket, Inc., having entered into the foregoing Consent Agreement,

It Is Hereby Ordered that this Consent Agreement and Final Order (EPA Docket No. FIFRA-09-2026-0021) be entered, and that Respondent shall pay a civil penalty in the amount of THIRTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$32,300) and comply with the terms and conditions set forth in this Consent Agreement.

Beatrice Wong
Regional Judicial Officer
U.S. EPA, Region IX

CERTIFICATE OF SERVICE

I certify that the original of the fully executed Consent Agreement and Final Order in the matter of San Pablo Supermarket, Inc. (Docket No. FIFRA-09-2026-0021) 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:

Kirk Downing
9454 Wilshire Boulevard, Suite 600
Beverly Hills, CA 90212
Kirk@downinglaw.us

COMPLAINANT:

Catherine Schluter
Assistant Regional Counsel
U.S. EPA – Region IX
Air & Toxics Section I (ORC-2-1)
75 Hawthorne Street
San Francisco, CA 94105
Schluter.Catherine@epa.gov

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