



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

SEP 20 2007

REPLY TO THE ATTENTION OF:  
LC-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0006 0186 2327

Carrie L. Benson, Senior Counsel  
Target Corporation  
1000 Nicollet Mall  
TPS-3155  
Minneapolis, MN 55403

Consent Agreement and Final Order, Docket No. FIFRA-05-2007-0040

Dear Ms. Benson:

Enclosed please find a copy of a fully executed Consent Agreement and Final Order concerning violations of the Federal Insecticide Fungicide & Rodenticide Act (FIFRA), 7 §§ U.S.C.136 et seq., in resolution of the above case. This document was filed on September 20, 2007 with the Regional Hearing Clerk.

The civil penalty in the amount of \$40,950 is to be paid in the manner prescribed in paragraphs 95 and 97. Please be certain that the number **BD 2750745P040** and the docket number are written on both the transmittal letter and on the check. Payment is due by October 22, 2007 (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in cursive script that reads "Terrence Bonace".

Terrence Bonace  
Pesticides and Toxics Compliance Section

Enclosures

cc: Marcy Toney, Regional Judicial Officer/C-14J (w/Encl.)  
Nidhi K. O'Meara, ORC/C-14J (w/Encl.)  
Eric Volck, Cincinnati Finance/MWD (w/Encl.)  
Paul Liemandt, MN Agriculture

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

In the Matter of: )  
)  
Target Corporation )  
Minneapolis, Minnesota )  
)  
Respondent )

Docket No. FIFRA-05-2007-0040  
Proceeding to Assess a Civil Penalty  
Under Section 14(a) of the Federal  
Insecticide, Fungicide, and Rodenticide  
Act, 7 U.S.C. § 136l(a)

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U.S. ENVIRONMENTAL PROTECTION AGENCY

Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136l(a), and Sections 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules) as codified at 40 C.F.R. Part 22.
2. The Complainant, the Director of the Land and Chemicals Division, United States Environmental Protection Agency (U.S. EPA), Region 5, has been delegated the authority to settle this matter.
3. Respondent is Target Corporation (Target), a corporation organized under the laws of the State of Minnesota with its headquarters located at 1000 Nicollet Mall, Minneapolis, Minnesota and a place of business located at 2112 Peterson Avenue, Chicago, Illinois.
4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO, and to the terms of this CAFO.

#### **Jurisdiction and Waiver of Right to Hearing**

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

9. Respondent certifies that it is complying with FIFRA, 7 U.S.C. §§ 136 to 136y.

#### **Statutory and Regulatory Background**

10. Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), and 40 C.F.R. §152.15 state that no person in any state may distribute or sell to any person any pesticide that is not registered under this Act, except in certain circumstances which are not relevant to this case.

11. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. 136j(a)(1)(A), states that it is unlawful for any person in any state to distribute or sell to any person any pesticide that is not registered under Section 3.

12. 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 can or should be used as a pesticide, 40 C.F.R. § 152.15(a)(1).

13. 40 C.F.R. § 168.22(a) states: “FIFRA sections 12(a)(1)(A) and (B) make it unlawful for any person to ‘offer for sale’ any pesticide if it is unregistered, or if claims made for it as part of its distribution or sale differ substantially from any claim made for it as part of the statement required in connection with its registration under FIFRA section 3. EPA interprets these provisions as extending to advertisements on any advertising medium to which pesticide users or the general public have access.”

14. The term “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s) “means any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.”

15. The term “distribute or sell” is defined, in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg) and 40 C.F.R. § 152.3, as “to distribute, sell, offer for sale, hold for distribution, hold for shipment, or receive and (having so received) deliver or offer to deliver.”

16. The term “pests” is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t) and further defined in 40 C.F.R. § 152.5(c) “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...”

17. The term “pesticide” is defined at Section 2(u) of FIFRA, 7 U.S.C. § 136(u) and 40 C.F.R. § 152.3 and is generally regarded as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.

18. Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), authorizes the Administrator to assess a civil penalty of up to \$5,500 for each violation of FIFRA that occurred from January 31, 1997 to

March 15, 2004 and a civil penalty of up to \$6,500 for each violation of FIFRA that occurred after March 15, 2004 under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), and 40 C.F.R. Part 19, as amended by 69 Fed. Reg. 7121 (Feb. 13, 2004).

### **Factual Allegations and Alleged Violations**

19. Respondent is a "person" as defined at Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

20. On or about April 12, 2006, a U.S. EPA inspector conducted an inspection under FIFRA at a Target store located at 2112 Peterson Avenue, Chicago, Illinois, to inspect and collect samples of any pesticides packaged, labeled, ready for and/or released for shipment by Respondent and collect samples of any containers, labeling and/or advertising for such pesticides as authorized under Sections 8 and 9 of FIFRA, 7 U.S.C. §§ 136f and 136g.

21. During the April 12, 2007 inspection, the inspector took photographs of store shelves that contained the following products: Antimicrobial Toilet Seat, Home Ultimate Full Mattress Pad, Home Ultimate Twin Mattress Pad, Home Ultimate King Mattress Pad, Home Ultimate Pillow, and Cleaner with Bleach.

22. Each of these products, Antimicrobial Toilet Seat, Home Ultimate Full Mattress Pad, Home Ultimate Twin Mattress Pad, Home Ultimate King Mattress Pad, Home Ultimate Pillow, and Cleaner with Bleach, were packaged, labeled and ready for shipment or sale.

### **Antimicrobial Toilet Seat**

23. On or about April 12, 2007, the labeling on the Antimicrobial Toilet Seat stated, "Perma barrier germ-resistant toilet surface."

24. The labeling on the Antimicrobial Toilet Seat claims, states or implies that the Antimicrobial Toilet Seat is a pesticide.

25. Antimicrobial Toilet Seat is a pesticide as defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15(a)(1).

26. Antimicrobial Toilet Seat is not registered as a pesticide as required by Section 3(a) of FIFRA, 7 U.S.C. § 136a(a).

**Home Ultimate Full Mattress Pad**

27. On or about April 12, 2007, the labeling on the Home Ultimate Full Mattress Pad stated, “Anti-Microbial Fill,” “Ultra-Fresh anti-microbial fill,” and “So you won’t loose sleep worrying about germs or bacteria.”

28. The labeling on the Home Ultimate Full Mattress Pad claims, states or implies that Home Ultimate Full Mattress Pad is a pesticide.

29. On April 6, 2007, the Respondent’s internet site at [www.target.com](http://www.target.com) advertised Home Ultimate Full Mattress Pad as follows: “Protective qualities: Anti Microbial.”

30. On April 6, 2007, the Respondent’s internet site at [www.target.com](http://www.target.com) provided the opportunity to purchase the Home Ultimate Full Mattress Pad.

31. Respondent’s internet site on April 6, 2007 at [www.target.com](http://www.target.com) claims, states or implies that Home Ultimate Full Mattress Pad is a pesticide.

32. Respondent’s April 6, 2007 internet site for Home Ultimate Full Mattress Pad constitutes an advertisement, as referenced in 40 C.F.R. § 168.22(a).

33. Home Ultimate Full Mattress Pad is a pesticide, as defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15(a)(1).

34. Home Ultimate Full Mattress Pad is not registered as a pesticide, as required by Section 3(a) of FIFRA, 7 U.S.C. § 136a(a).

**Home Ultimate Twin Mattress Pad**

35. On or about April 12, 2007, the labeling on the Home Ultimate Twin Mattress Pad stated, “Anti-Microbial Fill,” “Ultra-Fresh anti-microbial fill,” and “So you won’t loose sleep worrying about germs or bacteria.”

36. The labeling on the Home Ultimate Twin Mattress Pad claims, states or implies that Home Ultimate Twin Mattress Pad is a pesticide.

37. On April 6, 2007, the Respondent’s internet site at [www.target.com](http://www.target.com) advertised Home Ultimate Twin Mattress Pad as follows: “Protective qualities: Anti Microbial.”

38. On April 6, 2007, the Respondent’s internet site at [www.target.com](http://www.target.com) provided the opportunity to purchase the Home Ultimate Twin Mattress Pad.

39. Respondent’s internet site on April 6, 2007 at [www.target.com](http://www.target.com) claims, states or implies that Home Ultimate Twin Mattress Pad is a pesticide.

40. Respondent’s April 6, 2007 internet site for Home Ultimate Twin Mattress Pad constitutes an advertisement, as referenced in 40 C.F.R. § 168.22(a).

41. Home Ultimate Twin Mattress Pad is a pesticide as defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15(a)(1).

42. Home Ultimate Twin Mattress Pad is not registered as a pesticide, as required by Section 3(a) of FIFRA, 7 U.S.C. § 136a(a).

**Home Ultimate King Mattress Pad**

43. On or about April 12, 2007, the labeling on the Home Ultimate Full Mattress Pad stated, “Anti-Microbial Fill,” “Ultra-Fresh anti-microbial fill,” and “So you won’t loose sleep worrying about germs or bacteria.”

44. The labeling on the Home Ultimate King Mattress Pad claims, states or implies that Ant Home Ultimate King Mattress Pad is a pesticide.

45. On April 6, 2007, the Respondent’s internet site at [www.target.com](http://www.target.com) advertised Home Ultimate King Mattress Pad as follows: “Protective qualities: Anti Microbial.”

46. On April 6, 2007, the Respondent’s internet site at [www.target.com](http://www.target.com) provided the opportunity to purchase the Home Ultimate King Mattress Pad.

47. Respondent’s internet site on April 6, 2007 at [www.target.com](http://www.target.com) claims, states or implies that Home Ultimate King Mattress Pad is a pesticide.

48. Respondent’s April 6, 2007 internet site for Home Ultimate King Mattress Pad constitutes an advertisement, as referenced in 40 C.F.R. § 168.22(a).

49. Home Ultimate King Mattress Pad is a pesticide, as defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15(a)(1).

50. Home Ultimate King Mattress Pad is not registered as a pesticide, as required by Section 3(a) of FIFRA, 7 U.S.C. § 136a(a).

### **Home Ultimate Pillow**

51. On or about April 12, 2007, the labeling on the Home Ultimate Pillow stated, “Antibacterial Fill.”

52. The labeling on the Home Ultimate Pillow claims, states or implies that Home Ultimate Pillow is a pesticide.

53. On April 6, 2007, the Respondent’s internet site at [www.target.com](http://www.target.com) advertised Home Ultimate Pillow as follows: “Protective qualities: Anti Microbial.”

54. On April 6, 2007, the Respondent’s internet site at [www.target.com](http://www.target.com) provided the opportunity to purchase the Home Ultimate Pillow.

55. Respondent’s internet site on April 6, 2007 at [www.target.com](http://www.target.com) claims, states or implies that Home Ultimate Pillow is a pesticide.

56. Respondent’s April 6, 2007 internet site for Home Ultimate Pillow constitutes an advertisement, as referenced in 40 C.F.R. § 168.22(a).

57. Home Ultimate Pillow is a pesticide, as defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15(a)(1).

58. Home Ultimate Pillow is not registered as a pesticide, as required by Section 3(a) of FIFRA, 7 U.S.C. § 136a(a).

### **Cleaner with Bleach**

59. On or about April 12, 2007, the labeling on the Cleaner with Bleach stated, “compare to Clorox Clean-Up.”

60. The Clorox Clean-Up product is a U.S. EPA registered product and was placed adjacent to the Cleaner with Bleach on the store shelves.

61. The labeling on the Cleaner with Bleach claims, states or implies that Cleaner with Bleach is a pesticide.

62. Cleaner with Bleach is a pesticide, as defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. §152.15(a)(1).

63. Cleaner with Bleach is not registered as a pesticide, as required by Section 3(a) of FIFRA, 7 U.S.C. § 136a(a).

#### Count I

64. Complainant incorporates by reference the allegations contained in paragraphs 1 through 63 of this Complaint.

65. Respondent distributed, offered for sale, or sold Antimicrobial Toilet Seat on April 12, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

66. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

#### Count II

67. Complainant incorporates by reference the allegations contained in paragraphs 1 through 66 of this Complaint.

68. Respondent distributed, offered for sale, or sold Home Ultimate Full Mattress Pad on April 12, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

69. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

### Count III

70. Complainant incorporates by reference the allegations contained in paragraphs 1 through 69 of this Complaint.

71. Respondent distributed, offered for sale, or sold Home Ultimate Full Mattress Pad on April 6, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

72. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

### Count IV

73. Complainant incorporates by reference the allegations contained in paragraphs 1 through 72 of this Complaint.

74. Respondent distributed, offered for sale, or sold Home Ultimate Twin Mattress Pad on April 12, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

75. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

Count V

76. Complainant incorporates by reference the allegations contained in paragraphs 1 through 75 of this Complaint.

77. Respondent distributed, offered for sale, or sold Home Ultimate Twin Mattress Pad on April 6, 2007, in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

78. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

Count VI

79. Complainant incorporates by reference the allegations contained in paragraphs 1 through 78 of this Complaint.

80. Respondent distributed, offered for sale, or sold Home Ultimate King Mattress Pad on April 12, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

81. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

#### Count VII

82. Complainant incorporates by reference the allegations contained in paragraphs 1 through 81 of this Complaint.

83. Respondent distributed, offered for sale, or sold Home Ultimate King Mattress Pad on April 6, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

84. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

#### Count VIII

85. Complainant incorporates by reference the allegations contained in paragraphs 1 through 84 of this Complaint.

86. Respondent distributed, offered for sale, or sold Home Ultimate Pillow on April 12, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

87. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

#### Count IX

88. Complainant incorporates by reference the allegations contained in paragraphs 1 through 87 of this Complaint.

89. Respondent distributed, offered for sale, or sold Home Ultimate Pillow on April 6, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

90. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

#### Count X

91. Complainant incorporates by reference the allegations contained in paragraphs 1 through 90 of this Complaint.

92. Respondent distributed, offered for sale, or sold Cleaner with Bleach on April 12, 2007 in violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A).

93. Respondent's violation of Sections 3(a) and 12(a)(1)(A) of FIFRA, 7 U.S.C. §§ 136a(a) and 136j(a)(1)(A) subjects Respondent to the issuance of an Administrative Complaint assessing a civil penalty under Section 14(a) of the FIFRA, 7 U.S.C. §136l(a).

#### Civil Penalty

94. Pursuant to Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), Complainant determined that an appropriate civil penalty to settle this action is \$40,950. In determining the penalty amount, Complainant considered the appropriateness of the penalty to the size of Respondent's business, the effect on Respondent's ability to continue in business, and the gravity

of the violation. Complainant also considered U.S. EPA's *Enforcement Response Policy for the Federal Insecticide, Fungicide, and Rodenticide Act*, dated July 2, 1990.

95. Within 30 days after the effective date of this CAFO, Respondent must pay a \$40,950 civil penalty for the FIFRA violations. Respondent must pay the penalty by sending a cashier's or certified check, payable to the "Treasurer, United States of America," to:

[for checks sent by regular U.S. Postal Service mail]

U.S. EPA, Region 5  
P.O. Box 371531  
Pittsburgh, PA 15251 – 7531

[for checks sent by express mail]

Mellon Client Service Center  
Attn: Shift Supervisor  
Lockbox 371531  
500 Ross Street  
Pittsburgh, PA 15262 – 0001

The check must note the following: the case name, the docket number of this CAFO and the billing document number.

97. A transmittal letter, stating, Respondent's name, the case title, Respondent's complete address, the case docket number and the billing document number must accompany the payment. Respondent must send a copy of the check and transmittal letter to:

Regional Hearing Clerk (E-13J)  
U.S. EPA, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

Terrence Bonace (DT-8J)  
Pesticides and Toxics Compliance Section  
U.S. EPA, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

Nidhi O'Meara (C-14J)  
Office of Regional Counsel  
U.S. EPA, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

98. This civil penalty is not deductible for federal tax purposes.

99. If Respondent does not pay the civil penalty timely, U.S. EPA may refer the matter to the Attorney General who will recover such amount by action in the appropriate United States district court under Section 14(a)(5) of FIFRA, 7 U.S.C. § 136l(a)(5). The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

100. Pursuant to 31 C.F.R. § 901.9, Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date payment was due at a rate established by the Secretary of the Treasury. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a 6 percent per year penalty on any principal amount 90 days past due.

#### **General Provisions**

101. This CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in the CAFO.

102. Respondent certifies that it is now in full compliance with FIFRA and its implementing regulations, and has removed the pesticidal claims from the labels of the following products: Antimicrobial Toilet Seat, Home Ultimate Full Mattress Pad, Home Ultimate Twin Mattress Pad, Home Ultimate King Mattress Pad, Home Ultimate Pillow, and Cleaner with Bleach.

103. This CAFO does not affect the right of the U.S. EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

104. This CAFO does not affect Respondent's responsibility to comply with FIFRA and other applicable federal, state, and local laws, and regulations.

105. This CAFO is a "final order" for purposes of U.S. EPA's Enforcement Response Policy for FIFRA.

106. The terms of this CAFO bind Respondent and its successors, and assigns.

107. Each person signing this agreement certifies that he or she has the authority to sign this agreement for the party whom he or she represents and to bind that party to its terms.

107. Each party agrees to bear its own costs and attorney's fees, in this action.

108. This CAFO constitutes the entire agreement between the parties.

**Target Corporation, Respondent**

8/29/07  
Date *By RTP w/ auth. of Respondent*

  
\_\_\_\_\_  
Michael Wahlig, Vice President, Law  
Target Corporation

**United States Environmental Protection Agency, Complainant**

9/13/07  
Date

  
\_\_\_\_\_  
Margaret M. Guerriero, Director  
Land and Chemicals Division

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**In the Matter of:**  
**Target Corporation**  
**Docket No. FIFRA-05-2007-0040**

**Final Order**

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

9/18/07  
Date

Walter W. Kovalich  
for  
Mary A. Gade  
Regional Administrator  
United States Environmental Protection Agency  
Region 5

**CERTIFICATE OF SERVICE**

I hereby certify that the original signed copy of the Consent Agreement and Final Order in resolution of the civil administrative action involving Target Corporation, was filed on September 20, 2007 with the Regional Hearing Clerk (E-13J), United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that I mailed by Certified Mail, Receipt No. 7001 0320 0006 0186 2327, a copy of the original to the Respondents:

Carrie L. Benson, Senior Counsel  
Target Corporation  
1000 Nicollet Mall  
TPS-3155  
Minneapolis, MN 55403

and forwarded copies (intra-Agency) to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J  
Nidhi K. O'Meara, Counsel for Complainant/C-14J  
Eric Volck, Cincinnati Finance/MWD



Elizabeth Lytle  
Pesticides and Toxics Compliance Section  
U.S. EPA - Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

Docket No. **FIFRA-05-2007-0040**

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