

FILED



2021 Business Center Dr. #102  
Irvine, CA 92612

Phone: 949-261-7488 Ext 108 / Fax: 949-261-6626  
Email: rmehta@dollarstore.com

2009 OCT 27 PM 1:45

RECEIVED  
REGIONAL HEARING CLERK

Oct 25, 2009

Re: Docket No. FIFRA-09-2009-0012

The Regional Hearing Clerk  
United States Environmental Protection Agency  
75 Hawthorne St  
San Francisco, Ca 94105

On Sep 14, 2007 Mr. Craig Callaway of Red Rock Retailers LLC signed an agreement with Dollarstore Inc. to set up a Dollarstore in Farmington New Mexico. A copy of the agreement is enclosed. According to the agreement we did design the store, ordered the fixtures and merchandise and POS system, set up the store and train their personnel. Enclosed is the final Invoice for the work and the service which was provided to the store. Dollarstore did place the order for this store from the following wholesalers and suppliers.

Bargain- \$1015.02  
Concord-\$18936.46  
Flomo-\$2125.20  
La Colors- \$1540.50  
SAP-\$1420.56  
STK-\$7907.53  
Sunny Sunglasses-\$120  
Continental-\$14,595

The merchandise in question are two candles BP 00928 and SW 150 which were shipped from STK at 4159 Bandini Blvd, Vernon California to the customer in New Mexico. Attached is the invoice from STK regarding those two candles? Dollarstore did not wholesale, import, distribute or even ship these products to the store in New Mexico. Dollarstore does not even have a warehouse facility.

In the past we have no problem ordering from STK. The wholesale catalog you see on our website is linked to Concord Enterprises. This is a virtual catalog where the order directly flows to Concord enterprise and Concord ship directly to the customers. Dollarstore only receive the commission.

You had mentioned that the two candles did not meet EPA requirement as these candles did not have the label. The Store owner should have sent these back to STK and not even display the products. At the time of setup the store owners did sign the unconditional waiver and release. A copy is attached.

I would request a hearing from you in Los Angeles area.

Sincerely,

Rex Mehta  
President



2021 Business Center Dr. #102  
Irvine, CA 92612

Phone: 949-261-7488 Ext 108 / Fax: 949-261-6626  
Email: rmehta@dollarstore.com

Re: Docket No. FIFRA-09-2009-0012

#### RESPONSE TO GENERAL ALLEGATIONS

1. Dollarstore Inc. is a California corporation and it is an internet based marketing and consulting company and is not aware of FIFRA, 7 U.S.C 136(s).
2. The facility at 2021 Business Center Dr is just an office facility and it is not a distribution or storage facility.
3. The merchandise in question two candles BP 00928 and SW 150 were shipped by STK at 4159 Bandini Blvd, Vernon California and to our customer in New Mexico. Attached is the invoice from STK regarding those two candles? Dollarstore did not wholesale, import, distribute or even ship these products to the store in New Mexico.
4. The merchandise and the candles in question were picked by STK sales personnel and Dollarstore was not aware of the fact that these were not registered with the EPA. At no time between Nov 2007 and July of 2009 either EPA or the customer or the supplier brought to our attention that these candles are not registered
5. Dollarstore is not the distributor, wholesaler, and importer of the candles in the question. According to our record there is not a single instance where Dollarstore has sold this product to any store in USA or overseas.

APPROVED BY \_\_\_\_\_

SOLD TO: [REDACTED]  
 DOLLAR STORE EX 102  
 2021 BUSINESS CENTER DR  
 IRVINE, CA 92612  
 USA

SHIP TO:  
 MY DOLLAR STORE  
 1416 E WILSHIRE  
 SANTA ANA, CA 92705

KATHIE MELE

LINE	ITEM NO	ITEM DESCRIPTION	QTY ORDERED	EA PRICE	EXTENSION
5	320	S4609 PS CONTAINER SQUARE 38-OZ.	48	0.650	31.20
4	321	S4901 PLASTIC SPOON 51-PC.	48	0.450	21.60
4	322	S4902 PLASTIC FORK 51 PC.	48	0.450	21.60
4	323	S4903 PLASTIC CUTLERY 51-PCCOMBO	48	0.450	21.60
4	324	SD-397 3 PC SCREWDRIVER SET2PC F 788914320840	48	0.590	28.32
3	325	SD-447 6PC DOUBLE END BITS.	48	0.550	26.40
3	326	SD 448 7PC MAGNETIC BITS.	48	0.500	24.00
1	327	SH702 L HARRY POTTER SHIP# 2 F 079084886404	32	0.190	6.08
1	328	SH703 L HARRY POTTER SHIP#3 SP 079084886411	46	0.190	8.74
1	329	SH704 BCL HARRY POTTER SHIP #4SOUND	46	0.150	6.90
	330	SI-546 LENS CLEANING TOTH. 788914361022	<del>48</del>	0.390	9.36
	331	SIC3135 4PK SHOWERS	<del>48</del>	0.200	9.88
	332	SR 259 L 15PC SPOON & SPOON 788914361022	48	0.200	9.88
	333	SW150 YELLOW CAN			

APPROVED BY \_\_\_\_\_

SOLD TO: 41119  
 DOLLAR STORE EX 102  
 1021 BUSINESS CENTER DR  
 IRVINE, CA 92612  
 USA

SHIP TO:  
 MY DOLLAR STORE  
 1416 E WILSHIRE  
 SANTA ANA, CA 92705

NAME: MELE

CUST PO NO	SLSM	TERMS	SHIP VIA	ORDERED BY
NM-1	K61	NET 60 DAYS	STK LOCAL DELIVERY	RISHI MEHTA

LINE	ITEM NO	ITEM DESCRIPTION	QTY ORDERED	EA PRICE	EXTENSION
4	117	8900216 3PC STORAGE JARS W/SMILEFACE	48	0.590	28.32
5	118	8900336 BROOM.	40	0.690	27.60
5	119	8900340 CONTAINER W/ SPOON ASSTSHAPE	48	0.650	31.20
5	120	8900350 2PC JUMBO TUMBLER SET36ST/	36	0.590	21.24
4	121	<del>8900352 2PC JUMBO TUMBLER SET36ST/</del>	36	0.650	23.40
	122	8901055 4 pc asst color Bowls4 ass	<del>36</del> 48	0.630	30.24
5	123	8901154 FOOD CONTAINER W/HANDLEMEDIU	48	0.650	31.20
4	124	8901140 STORAGE SET 4PCROUND	36	0.650	23.40
4	125	8901444 2PC RECT STORAGE SET36ST/	72	0.650	46.80
5	126	8908465 4PC 22OZ TUMBLER SET36ST/	36	0.650	23.40
4	127	8909612 2 PAIR SLIPPERS( DIS	36	0.390	14.04
4	128	8909935 PASTA CONTAINER 36PC.	36	0.650	23.40
4	129	891147380 4PC STORAGE CONTAINERSQR S	36	0.650	23.40
3	130	891147380 FISH SCALE LEAN	48	0.390	18.72
4	131	891147380 4PC KIDS TUMBLER SET48ST/	36	0.650	23.40
4	132	891147380 4PC KIDS TUMBLER SET48ST/	48	0.650	31.20
3	133	891147380 4PC KIDS TUMBLER SET48ST/			
3	134	891147380 4PC KIDS TUMBLER SET48ST/			
2	135	891147380 4PC KIDS TUMBLER SET48ST/			
3	136	891147380 4PC KIDS TUMBLER SET48ST/			



**FINAL UNCONDITIONAL WAIVER AND RELEASE**

The undersigned parties agree that all labor, services, equipment or materials heretofore agreed upon for the job known as Your Dollar Stop, Tenant Improvement located at 501 AIRPORT DR FARMINGTON, NM, have been provided for and furnished to Craig Callaway as agreed, and hereby waive and release any right to a mechanics' lien, stop notice, or any right against a labor and material bond on the job, or any other claims or litigation pertaining to or associated with the above job and all its associated parts and services.

Your Dollar Stop  
Client/Tenant

Dollarstore, Inc.  
Facilitator

By: [Signature]

By: [Signature]

Name: CRAIG CALLAWAY

Name: Manjit Dhillon

Title: PRESIDENT

Title: V.P. OPERATIONS

Date: 11/7/07

Date: ~~January 13, 2008~~  
NOV 7, 2007

**NOTICE TO PERSONS SIGNING THIS WAIVER**

This document waives rights unconditionally and states that the facilitator has been paid in full and client/tenant has received all goods and services as agreed giving up those rights.



### Estimated Independent Store Setup Costs

NOTE: these are estimates only, and actual costs may vary.\*

Owner: Red Rock Retailers, LLC

Name: Dollar Store

Store Address: 501 Airport Dr., Suite 100, Farmingto, NM 87401

Date: 9/12/2007

The following is a listing of projected costs for store setup, which assumes that we are delivered a "plain vanilla box" layout. Owner must also provide all storage, office and bathroom areas of approximately 12%-18% of the total area:

	Store Size in sq ft:	2200
1	Store layout & design, custom merchandise Plan-O-Gram and Assistance	\$ 2,200
2	Administrative training for store and systems	\$ 2,500
3	Retail area fixtures, gondolas, wall units, checkout counters, slatwall, etc.	\$ 15,000
5	Storage area fixtures	\$ 1,000
6	Installation of fixtures, cashwrap, etc. [Owner to Provide**]	\$ -
7	Starting inventory merchandise	\$ 40,000
8	Estimated shipping charges	\$ 3,000
9	Signage, graphics package	\$ -
10	Shopping carts, baskets and displays	\$ 1,000
11	Server & 1 Front registers SOS package with hardware & software	\$ 5,000
12	Installation and setup of SOS system at store location	\$ -
13	Store Setup staff at store location [Owner to Provide Labor**]	\$ 5,000
14	Office equipment (phones, fax, safe, desk, chairs, etc.) [Owner to purchase**]	\$ -
15	Misc Supplies [Owner to purchase**]	\$ -
16	Basic Security System and installation [Owner to Purchase**]	\$ -
17	Labor and devices to offload delivery trucks [Owner to Provide**]	\$ -
18	Any new walls, painting, flooring, etc. [Owner to Provide**]	\$ -

Dollarstore Total	\$ 74,700
Less Customer's Previous Deposit	\$ -
<b>Total To Be Paid</b>	<b>\$ 74,700</b>

21,000  
K... ..

+ 3,000

Please note that all monies are to be applied to pending goods and services. We have not charged you for any services we provided up to this point in time.

\* All figures are estimates based on the current information received from the customer and landlord. Exact amounts will be determined after receipt of more detailed information, and the layout and design of the store.

NOTE: Savings in one line item may be offset by increases in another line item, and therefore the budget must be viewed as a whole rather than by each individual line item. The exception being when the client assumes responsibility for a line item, which would then be deducted from the total.

\*\* These items are listed for budgetary purposes only. The owner is expected to purchase these items from local suppliers as required.

NOTE: all figures are educated estimates and actual costs may vary by 10%.

Client MUST sign in acceptance of estimated timeline

Craig Collopy

Date: 9/14/07



## INDEPENDENT STORE SETUP AGREEMENT

This agreement is by and between Dollarstore, Incorporated, with principle offices at 2021 Business Center Drive, Suite 102, Irvine, CA 92612 (hereinafter DOLLARSTORE), and Red Rock Retailer with principle residence at 501 Airport Dr., Suite 100, Farmington, NM 87401-2662, (hereinafter STORE OWNER). To the extent STORE OWNER owns, or in any manner, directly or indirectly, controls any corporation, partnership, Limited Liability Company, trust, or other entity which shall be a party to the ownership of the retail store described below, such other entity(s) is hereby included and made a part of this Agreement.

WHEREAS, it is the intention of STORE OWNER to open a retail dollar store, and to make use of DOLLARSTORE services and systems as defined below for which they have set aside a budget of \$74,700.00.

WHEREAS, DOLLARSTORE has extensive experience, industry contacts, and other skills in the area of sourcing, sales, technology, logistics, exports and marketing of general merchandise, and:

THEREFORE, DOLLARSTORE shall provide to STORE OWNER those following items, which the STORE OWNER shall select below. STORE OWNER'S initials in front of each item shall indicate STORE OWNER'S acceptance of said item. (Note that as indicated below, some individual items may be included in subsequent items or in a total package price. Final pricing for inventory shall be comprised of a mix of items that will be determined at a later date by DOLLARSTORE and STORE OWNER).

1.     Computer-aided floor plan design, and initial merchandise assortment selection and layout. The fee for this is \$1.00 per sq. ft. of store area.
2.     Store fixtures, shelving and associated materials: DOLLARSTORE shall provide the fixtures and also manage their installation if desired.
3.     Store Plan-O-Gram for DOLLARSTORE merchandise. The fee, when purchased with design and layout in 1 above, is \$0.50.
4.     Management level and POS training in store operations: Two thousand five hundred dollars (\$2500) for the two persons when training is accomplished at DOLLARSTORE'S corporate location, and additional expenses if training is required to be accomplished at STORE OWNER'S LOCATION. STORE OWNER will also reimburse DOLLARSTORE for all pre-approved travel and expenses incurred for the benefit of STORE OWNER.
5. **Mandatory Item:** Starting Inventory (minimum suggested inventory for dollar only stores to have on hand):
  - a. Fourteen to sixteen dollars per square foot (\$14-\$16/sq ft.) for stores 1000-3000 square feet, or;
  - b. Thirteen to fifteen dollars per square foot (\$13-\$15/sq ft.) for stores 3000-6000 square feet, or;
  - c. Twelve to fourteen dollars per square foot (\$12-\$14/sq ft.) for stores 6000-10,000 square feet, or;
  - d. Eleven to thirteen dollars per square foot (\$11-\$13/sq ft.) for stores 10,000 -- and over square feet.
6.     Store POS/SOS Management System. This fully integrated system performs point of sale, inventory management, and store management functions. Our basic single register fully integrated system starts at \$5000, however other cheaper generic devices are available for small stores. We will provide a detailed quote for the proper system for your store.
7.     Store Setup and Signage assistance, as required.
8.     Real estate assistance. DOLLARSTORE will provide access to our real estate specialists for all qualified STORE OWNERS. Please note that our realtors will require credit verification and proof of financial capability prior to initiating the search, and ~~analysis on the STORE OWNER'S behalf.~~ The evaluation of an existing customer location by Dollarstore personnel will be billed to include travel and expenses, which typically range between \$500 and \$3800.
9.     Loan assistance. DOLLARSTORE will provide access to banks that are considered Entrepreneur friendly, and we can provide the information required for the loan, but DOLLARSTORE does not participate in the loan process. DOLLARSTORE can also recommend software for development of your business plan if required.

IT IS HEREBY AGREED, that STORE OWNER shall submit a deposit in the amount of <sup>3</sup> ~~Five thousand dollars (\$5,000)~~ <sup>3,000</sup> with a signed copy of this agreement, and that such deposit shall be applied against the total. Please note, should STORE OWNER decide to abort the project prior to completion, DOLLARSTORE'S applicable consulting charges, as defined in items 1, 3, 4 and 8 above, and parts of item 9, are not refundable, and will be deducted from the deposit amount, along with all expenses incurred on the STORE OWNER'S behalf and only the balance of said amount shall be refunded upon STORE OWNER'S request if such request comes prior to staging of any ordered items. After order staging, should STORE OWNER cancel the order the balance of deposits shall be applied against applicable 15% restocking charges. Upon ordering, STORE OWNER shall pay 50% of the total amount due with the initial product order. For all orders, STORE OWNER shall pay the balance of all moneys due prior to *shipment*. Said balance including any adjustments for back orders, out of stock, or sale items shall be detailed in the final invoice to the STORE OWNER. Store fixtures are billed and shipped separately and must be installed prior to arrival of inventory.

STORE OWNER AGREES, that this agreement does not form a franchise or license agreement with DOLLARSTORE, and that the names Dollarstore, Inc. Dollarstore.com, and My Dollarstore are the property of DOLLARSTORE and can not be used in any way with the STORE OWNER'S store or any other business interest or affiliation, without DOLLARSTORE'S written consent.

DOLLARSTORE RECOGNIZES, that through the scope of its duties certain confidential and proprietary materials and information will be made available by STORE OWNER, and DOLLARSTORE agrees to hold all information obtained from STORE OWNER as confidential, will not communicate such information to any third party without written authorization by STORE OWNER. DOLLARSTORE recognizes that all materials provided are the property of STORE OWNER.

STORE OWNER RECOGNIZES, that through the scope of its duties certain confidential and proprietary materials and information will be made available by DOLLARSTORE, and STORE OWNER agrees to hold all information obtained from DOLLARSTORE as confidential, will not communicate such information to any third party without written authorization by DOLLARSTORE. STORE OWNER recognizes that all materials provided are the property of DOLLARSTORE.

GENERAL PROVISIONS, This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the Effective Date. In the event any action is brought to enforce or interpret any of the terms and provisions of this Agreement, the "prevailing party" in such action shall be entitled to recover, as an element of cost of suit and not as damages, reasonable costs and expenses, including but not limited to taxable costs and a reasonable attorney's fee. Facsimile executed copies of this Agreement shall be deemed an original copy. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. The parties and their successors and assigns agree to execute any and all documents reasonably advisable and/or necessary to effectuate the terms and intent of this Agreement. If any provision of this Agreement as applied to any party or circumstance shall be adjudged by a court to be void and unenforceable, the same shall in no way affect any other provision of this Agreement or the validity and enforceability of the Agreement as a whole. All requests for cancellation, refunds or changes must be given in writing to DOLLARSTORE at the address below, and DOLLARSTORE shall have thirty days within which to reply. This Agreement shall be governed and construed in accordance with the laws of the State of California, and all litigation, hearings and other proceedings shall take place in Orange County, California.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

Date: 9/14/07

Date: 9/14/07

X Munir Basha

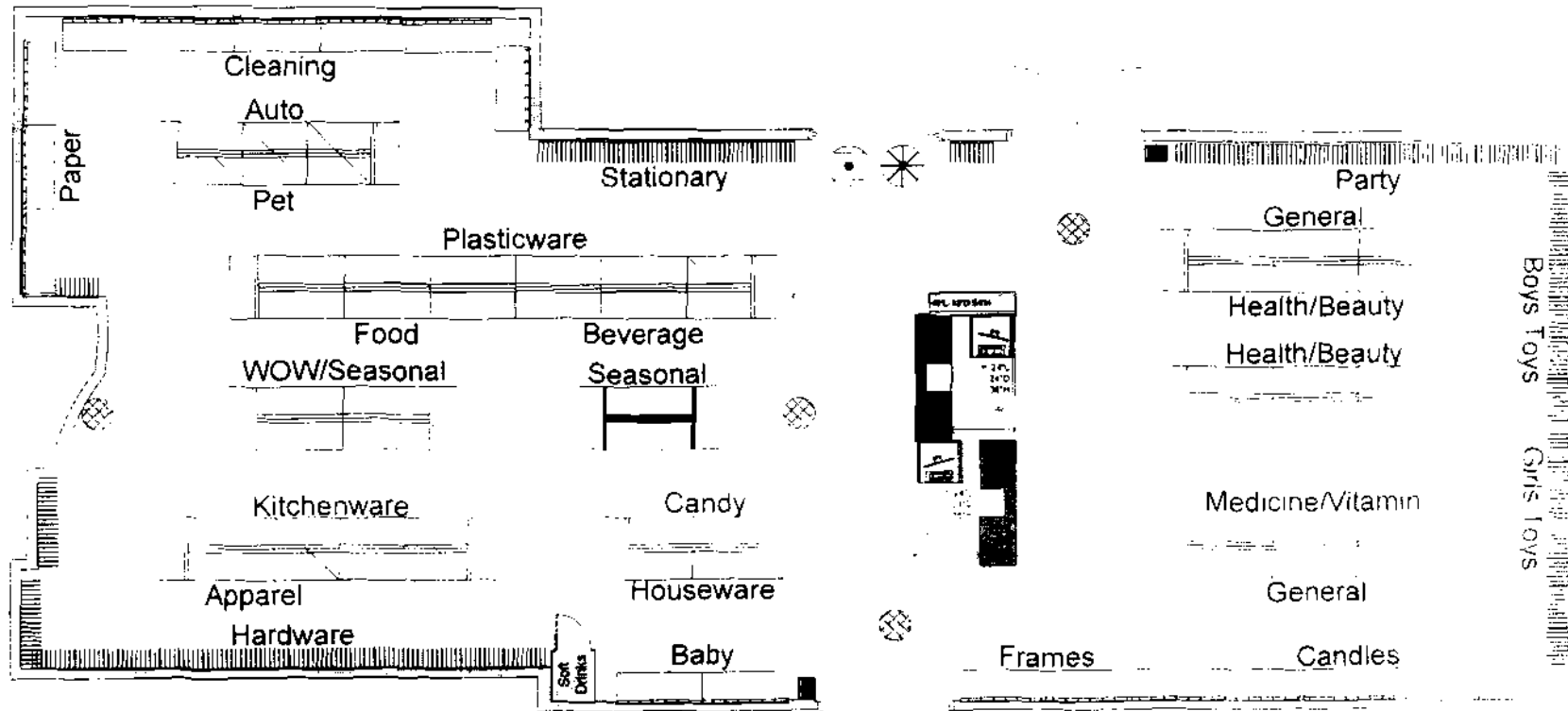
X Craig Callaway

Name: Munir Basha  
Dollar Store  
2021 Burnett Center Blvd, Suite 102  
Irvine, CA 92614  
Phone: 866-405-5517  
Fax: 949-636-1122

Name: Craig Callaway  
Company: Red Rock Retailer  
Address: 501 Airport Dr Suite 100  
Farmington, NM 87401  
Phone: 505-327-5156  
Fax: 505-327-3813



New Mexico  
Layout (by Category)



Boys Toys  
Girls Toys



2021 Business Center Drive, Suite 102  
Irvine, CA 92612

Phone: 949-261-7488 Ext-104 / Fax: 949-261-6626  
Email: [contact@dollarstore.com](mailto:contact@dollarstore.com)

### DOLLARSTORE RELEASE FOR STORE SETUP AND TRAINING

Store Name: YOUR DOLLAR STOP

Store Owner 1: CRAIG CALLAWAY

Store Owner 2: \_\_\_\_\_

Store Address: 501 AIRPORT DRIVE SUITE 100

City, ST Zip: FARMINGTON NM 87401

Store Phone: 505-327-5156

I, FRANCISCO GONZALEZ and STEVEN CALLAWAY have been thoroughly trained to our expectations on the methods and operations of a retail type store. Training of the POS or Register was understood and the use thereof was explained thoroughly.

The store design and setup meets or exceeds my/our expectations.

Store Owner 1: \_\_\_\_\_ Date: \_\_\_\_\_

Store Owner 2: \_\_\_\_\_ Date: \_\_\_\_\_

Setup Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Store Owner: [Signature] Date: 1/7/07

Setup Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_