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

_____ )	
In the Matter of: )	
HomeGoods, LLC, )	Docket No. FIFRA-09-2025-0010
)	
)	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 HomeGoods, LLC. ("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 Massachusetts limited liability company that owns and/or operates retail stores that are located throughout the United States, including California.

#### B. STATUTORY AND REGULATORY BACKGROUND

4. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines the term "person" as "any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not."

5. Section 2(b) of FIFRA, 7 U.S.C. § 136(b), defines the term "Administrator" as "the Administrator of the Environmental Protection Agency."

6. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines the term "pesticide," in relevant part, as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest."

7. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a "pest" 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 (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. § 136 w(c)(1).

8. 40 C.F.R. § 152.15 states in pertinent 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) that: (1) the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or (2) the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide; or (b) The substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than (1) use for pesticidal purpose (by itself or in combination with any other substance), (2) use for manufacture of 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.

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

10. Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), defines “labeling” as “all labels and all other written, printed, or graphic matter” (a) accompanying the pesticide or device at any time or (b) to which reference is made on the label or in literature accompanying the pesticide or device.”

11. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines the phrase "to distribute or sell" to mean "to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.

12. 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 this Act.

13. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under section 3 of FIFRA.

14. The Administrator of EPA may assess a civil penalty of up to \$24,255 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 December 27, 2023. See Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), as amended by the Civil Monetary Penalty Inflation Adjustment Rule at 40 C.F.R. Part 19 (88 Fed. Reg. 988).

### C. ALLEGED VIOLATIONS

15. At all times relevant to this CAFO, Respondent was a limited liability company and therefore a "person," as that term is defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

16. At all times relevant to this CAFO, Respondent owned, operated, or otherwise controlled a retail store located at 120 Sunset Drive, San Ramon, CA 94583 ("the Retail Store").

17. From on or about March 24, 2023 to on or about May 2, 2023, Respondent sold the product, "WetPet Deodorizing Antibacterial Multi-Purpose Wipes for Dogs," (hereinafter "WetPet Wipes") at the Retail Store in three (3) separate transactions and offered for sale the product, "WetPet Wipes" at the Retail Store on or about May 2, 2023.

18. The labeling on the product, "WetPet Wipes", contained the claims that the product was "[a]ntibacterial," "formulated... to kill 99.9% of germs," and "safe to use on surfaces...."

19. Based on the claims on its labeling, the product, “WetPet Wipes”, is a “pesticide” pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.15.
20. From on or about March 24, 2023 to on or about May 2, 2023, Respondent “distributed or sold” the pesticide, “WetPet Wipes”, at the Retail Store, as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), in four (4) separate instances.
21. At all times relevant to this CAFO, the pesticide, WetPet Wipes, was not registered with EPA under section 3 of FIFRA, 7 U.S.C. § 136a.
22. Consequently, Respondent’s distributions or sales of the pesticide, WetPet Wipes, at the Retail Store from on or about March 24, 2023 to on or about May 2, 2023 constitute four (4) violations of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136(j)(a)(1)(A), which provides that it is unlawful for any person to distribute or sell to any person a pesticide that is not registered under section 3 of FIFRA.

#### D. RESPONDENT’S ADMISSIONS

23. 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.

E. CIVIL ADMINISTRATIVE PENALTY

24. Respondent agrees to pay a civil penalty in the amount of TWENTY THOUSAND, FOUR HUNDRED AND NINETY-FOUR DOLLARS AND SIXTY-SIX CENTS (\$20,494.66) (“Assessed Penalty”) as final settlement of the civil claims against Respondent arising under the Act as alleged in Section I.C of the CAFO.

25. Respondent shall pay the Assessed Penalty no later than thirty (30) days after the effective date of the CAFO, as specified in Section I.I of the CAFO.

26. 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>.

27. When making a payment, Respondent shall:

a. Identify the payment with Respondent’s name and the docket number of this CAFO, FIFRA-09-2025-0010;

b. Concurrent with any payment or within 24 hours of any payment, Respondent shall provide proof of such payment to the following:

Regional Hearing Clerk  
Office of Regional Counsel (ORC-1)  
U.S. Environmental Protection Agency, Region IX  
[r9HearingClerk@epa.gov](mailto:r9HearingClerk@epa.gov)

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

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

28. Late Payment Penalty Assessment. If Respondent fails to pay the Assessed Penalty specified in Paragraph 24 by the deadline specified in Paragraph 25, then Respondent shall pay to EPA the stipulated penalty of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) for each day the default continues, 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.

29. 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, penalty 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:

- a. Interest. Interest begins to accrue from the effective date of the CAFO. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived.

If the Assessed Penalty is not paid in full within thirty (30) days, interest will

continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the IRS standard underpayment rate; any lower rate would fail to provide Respondent adequate incentive for timely payment. 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).

- b. 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).
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the Assessed Penalty, interest, penalties, and other charges that remain delinquent more than ninety (90) days.

30. Late Payment Actions. In addition to the amounts described in Paragraphs 24 and 28, if Respondent fails to timely pay 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:



- d. Referral of the debt to a credit reporting agency or a collection agency. 40 C.F.R. §§ 13.13 and 13.14. In any such collection action, the validity, amount, and appropriateness of the assessed penalty and of this CAFO shall not be subject to review.
- e. Collection of the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the 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.
- f. 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.
- g. Referral and recommendation to the Attorney General to bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136/(a)(5).

31. 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.

32. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this CAFO shall not be deductible for purposes of federal, state, or local taxes.

F. CERTIFICATION OF COMPLIANCE

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

G. RETENTION OF RIGHTS

34. 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.

35. 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

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

I. EFFECTIVE DATE

37. 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

38. 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.

39. 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, HOMEGOODS, LLC

9/26/24

DATE

J. A. Peoples

Jennifer A. Peoples  
V.P. Legal, Litigation & Regulatory Counsel  
The TJX Companies, Inc., ultimate parent company of  
HomeGoods, LLC

FOR COMPLAINANT, EPA REGION IX:

11/4/2024

DATE

**MATTHEW  
SALAZAR**

Digitally signed by  
MATTHEW SALAZAR  
Date: 2024.11.04 09:22:46  
-08'00'

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

**II. FINAL ORDER**

Complainant and Respondent, HomeGoods, LLC, having entered into the foregoing Consent Agreement,

IT IS HEREBY ORDERED that this CAFO (Docket No. FIFRA-09-2025-0010) be entered, and that Respondent shall pay a civil administrative penalty in the amount of TWENTY THOUSAND, FOUR HUNDRED AND NINETY-FOUR DOLLARS AND SIXTY-SIX CENTS (\$20,494.66) and comply with the terms and conditions set forth in the Consent Agreement.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Beatrice Wong  
Regional Judicial Officer  
U.S. Environmental Protection Agency, Region IX

**CERTIFICATE OF SERVICE**

I certify that the original and one copy of the fully executed Consent Agreement and Final Order in the matter of HomeGoods, LLC (Docket No. FIFRA-09-2025-0010) was filed with the 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 sent to the following parties via electronic mail:

**RESPONDENT:** Jennifer A. Peoples  
V.P. Legal, Litigation & Regulatory Counsel  
The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701  
Jennifer\_peoples@tjx.com

**COMPLAINANT:** Priyam Desai  
Office of Regional Counsel  
U.S. EPA, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105  
Desai.priyam@epa.gov

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Regional Hearing Clerk  
U.S. EPA – Region IX