

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Freeman Webb Company, Realtors

Respondent.

Docket No. **TSCA-04-2023-3111(b)**

CONSENT AGREEMENT AND FINAL ORDER

I. NATURE OF THE ACTION

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (TSCA or the Act), 15 U.S.C. § 2615(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, Region 4, who has been delegated the authority on behalf of the Administrator of the United States Environmental Protection Agency (EPA) to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 16(a) of TSCA, 15 U.S.C. § 2615(a).
5. Respondent is Freeman Webb Company, Realtors, a company doing business in the State of Tennessee. This proceeding pertains to target housing managed by Respondent located in the State of Tennessee.

III. GOVERNING LAW

A. Requirements Pertaining to Leasing of Target Housing

6. Pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, also known as Title X of the Housing and Community Development Act of 1992, the EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F (40 C.F.R. §§ 745.100-119) pertaining to the leasing of “target housing.” Pursuant to Title X, it is a prohibited act under Section 409 of TSCA, 15 U.S.C. § 2689, for any person to fail or refuse to comply with a provision of Title X or any rule or order issued under Title X.
7. 40 C.F.R. Part 745, Subpart F imposes certain requirements on the leasing of target housing, including, among other obligations, that a lessor of target housing must: (a) disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards; (b) provide the lessee all available records and reports; (c) provide the lessee with a lead hazard information pamphlet; and (d) attach specific disclosure and warning language to the leasing contract before the lessee is obligated under a contract to lease target housing.
8. The term “target housing” is defined at 40 C.F.R. § 745.103, to mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.
9. The term “residential dwelling” is defined at 40 C.F.R. § 745.103, to mean a single-family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
10. The term “lessor” is defined at 40 C.F.R. § 745.103, to mean any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
11. The term “lessee” is defined at 40 C.F.R. § 745.103, to mean any entity that enters into an agreement to lease, rent, or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
12. The term “agent” is defined at 40 C.F.R. § 745.103, to mean any party who enters into a contract with a lessor, including any party who enters into a contract with a representative of the lessor, for the purpose of leasing target housing.
13. The term “owner” is defined at 40 C.F.R. § 745.103, to mean any entity that has legal title to target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations, except where a mortgagee holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.

14. The term “lead-based paint free housing” is defined at 40 C.F.R. § 745.103, to mean target housing that has been found to be free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.
15. Pursuant to 40 C.F.R. § 745.107(a), before the lessee is obligated under any contract to lease target housing that is not otherwise an exempt transaction pursuant to 40 C.F.R. § 745.101, lessors shall complete the activities set forth in this section.
16. Pursuant to 40 C.F.R. § 745.107(a)(1), the lessor shall provide the lessee with a lead hazard information pamphlet approved by the EPA pursuant to 15 U.S.C. § 2686. Such pamphlets include the EPA document entitled “Protect Your Family From Lead in Your Home” (EPA #747-K-94-001), or an equivalent pamphlet that has been approved for use in that State by the EPA.
17. Pursuant to 40 C.F.R. § 745.107(a)(2), the lessor shall disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
18. Pursuant to 40 C.F.R. § 745.107(a)(3), the lessor shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
19. Pursuant to 40 C.F.R. § 745.107(a)(4), the lessor shall provide the lessee with any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.
20. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): a Lead Warning Statement with the following language: “Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.”
21. Pursuant to 40 C.F.R. § 745.113(b)(2), each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose

any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

22. Pursuant to 40 C.F.R. § 745.113(b)(3), each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.
23. Pursuant to 40 C.F.R. § 745.113(b)(4), each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): a statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of 40 C.F.R. § 745.113 and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
24. Pursuant to 40 C.F.R. § 745.113(b)(5), each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): when one or more agents are involved in the transaction to lease target housing on behalf of the lessor, a statement that: the agent has informed the lessor of the lessor's obligations under 42 U.S.C. § 4852d; and the agent is aware of his/her duty to ensure compliance with the requirements of Subpart F of 40 C.F.R. Part 745.
25. Pursuant to 40 C.F.R. § 745.113(b)(6), each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.
26. Pursuant to 40 C.F.R. § 745.113(c)(1), the lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (b) of 40 C.F.R. § 745.113 for no less than three years from the commencement of the leasing period.
27. Pursuant to 40 C.F.R. § 745.115(a)(1)-(2), each agent shall ensure compliance with all requirements of 40 C.F.R. Part 745, Subpart F. To ensure compliance, the agent shall:
 - a. Inform the lessor of his/her obligations under 40 C.F.R. §§ 745.107, 745.110, and 745.113.
 - b. Ensure that the lessor has performed all activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of 40 C.F.R. §§ 745.107, 745.110, and 745.113.

B. Requirements Pertaining to Repair, Renovation, and Painting of Target Housing

28. Pursuant to Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682 and 2686, the EPA Administrator promulgated the "Residential Property Renovation Rules" at 40 C.F.R. Part 745, Subpart E, including the Pre-Renovation Education Rule, Renovation and Repair and Painting Rule, and the Lead-Based Paint Activities Rule. It is a prohibited act under Section 409 of TSCA, 15 U.S.C.

§ 2689, for any person to fail or refuse to comply with any of the rules issued under 40 C.F.R. Part 745, Subpart E.

29. In accordance with 40 C.F.R. § 745.83, the definition of “target housing” found in the definitions set forth in 40 C.F.R. § 745.103, and restated in paragraph 8 above, applies to the regulations in 40 C.F.R. Part 745, Subpart E.
30. The term “pamphlet” is defined at 40 C.F.R. § 745.83, to mean, in part, the EPA pamphlet titled “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools” developed under Section 406(a) of TSCA for use in complying with Section 406(b) of TSCA, or any State or Tribal pamphlet approved by the EPA pursuant to 40 CFR § 745.326 that is developed for the same purpose. This includes reproductions of the pamphlet when copied in full and without revision or deletion of material from the pamphlet (except for the addition or revision of State or local sources of information).
31. The term “renovation” is defined at 40 C.F.R. § 745.83, to mean, in part, the modification of any existing structure or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an “abatement” as defined at 40 C.F.R. § 745.223. The term renovation includes but is not limited to the following: the removal, modification, or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); and the removal of building components (e.g., walls, ceilings, plumbing, windows).
32. The term “firm” is defined at 40 C.F.R. § 745.83, to mean a company, partnership, corporation, sole proprietorship or individual doing business, association or other business entity; a Federal, State, Tribal, or local government; or a nonprofit organization.
33. Pursuant to Section 406 of TSCA, 15 U.S.C. § 2686, and 40 C.F.R. § 745.84(a)(1), firms performing renovations are required to provide the owner of any residential unit of target housing with an EPA-approved pamphlet titled “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools,” or any State pamphlet approved by the EPA, no more than 60 days prior to beginning the renovation. Firms performing renovations must also obtain from the owner, a written acknowledgement that the owner has received the pamphlet or obtain a certificate of mailing at least seven days prior to the renovation.
34. Pursuant to 40 C.F.R. § 745.84(d)(1), the written acknowledgement required by 40 C.F.R. § 745.84(a) must include a statement recording the owner or occupant’s name and acknowledging receipt of the pamphlet prior to the start of the renovation, the address of the unit undergoing renovation, the signature of the owner or occupant as applicable, and the date of signature.
35. Pursuant to 40 C.F.R. § 745.81(a)(2)(ii), no firm may perform, offer, or claim to perform renovations without having obtained certification from the EPA under 40 C.F.R. § 745.89(a)(1), which requires firms that perform renovations for compensation to apply to the EPA for certification to perform renovations.
36. Pursuant to 40 C.F.R. § 745.89(d)(1), firms performing renovations must ensure that all individuals performing renovation activities are either certified renovators or have been trained

by certified renovators and that the renovation activities are performed in accordance with the Work Practice Standards identified in 40 C.F.R. § 745.85.

37. Pursuant to 40 C.F.R. § 745.85, the “Work Practice Standards” that must be followed by firms performing renovations on target housing include, but are not limited to:
- a. **Occupant Protection.** Firms must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. To the extent practicable, these signs must be in the primary language of the occupant. These signs must be posted before beginning the renovation and must remain in place and readable until the renovation and the post renovation cleaning verification have been completed.
 - b. **Exterior Renovations.** Cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of the surface undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater, unless the property line prevents 10 feet of ground covering. In some instances, the renovation firm must take precautions in containing the work area to ensure that dust and debris from the renovation does not contaminate other buildings or other areas of the property or migrate to adjacent properties.
38. Pursuant to 40 C.F.R. § 745.86, firms performing renovations must retain, and, if requested, make them available to the EPA, all records to demonstrate compliance with Subpart E for a period of three years following completion of the renovation. Records that must be retained include, but are not limited to, documentation of compliance with the Work Practice Standards, including documentation demonstrating that a certified renovator was assigned to the project, warning signs were posted at the entrances of the work area, and the work area was contained in accordance with the requirements.
39. Pursuant to 40 C.F.R. § 745.87(b), failure or refusal to establish and maintain records or to make available or permit access to or copying of records, as required 40 C.F.R. § 745.87(b), is a violation of TSCA Sections 15 and 409, 15 U.S.C. §§ 2614 and 2689.
40. Persons who violate 40 C.F.R. Part 745, Subpart E, are subject to civil penalties pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 40 C.F.R. Part 19.

IV. FINDINGS OF FACTS

41. Respondent is, and was at all times relevant to this CAFO, a “lessor” and an “agent” that offered contracts to lease “residential dwellings” that are “target housing” as those terms are defined at 40 C.F.R. § 745.103, and a “firm” that performs “renovations” for compensation as those terms are defined at 40 C.F.R. § 745.83.
42. On November 15, 2021, an inspector with the EPA conducted an inspection at Respondent’s place of business located at 3810 Bedford Avenue, Suite 300, Nashville, Tennessee 37215, for the purpose of evaluating Respondent’s compliance with the requirements of 40 C.F.R. Part 745, Subparts E and F. During the inspection, the EPA reviewed and obtained copies of Respondent’s records pertaining to its compliance with 40 C.F.R. Part 745, Subparts E and F.

43. Subsequent to the inspection, Respondent submitted additional records to the EPA for review to determine its compliance with 40 C.F.R. Part 745, Subparts E and F.
44. After review of the records, the EPA determined that Respondent had entered into contracts to lease the residential dwellings that are target housing at the following locations on the specified dates listed below:
 - a. Ashton at Harding - 4700 Humber Drive #E05, Nashville, Tennessee 37211, built in 1969, Lease entered into on – March 18, 2021;
 - b. Brendon Park - 404 Rhodora Road Apt. E #404ER, Knoxville, Tennessee 37923, built in 1972, Lease entered into on – July 28, 2021;
 - c. Chelsea Place - 805 Bradyville Pike #1013, Murfreesboro, Tennessee 37130, built in 1970, Lease entered into on – March 24, 2021;
 - d. Crestridge - 800 Longview Road #337, Knoxville, Tennessee 37919, built in 1963, Lease entered into on – June 25, 2021;
 - e. Kensington - 1112 Nashville Highway #A10, Columbia, Tennessee 38401, built in 1968, Lease entered into on – September 23, 2021;
 - f. Kingston Pointe – 6315 Kingston Pike #101, Knoxville, Tennessee 37919, built in 1972, Lease entered into on – May 2, 2021;
 - g. Lenore Garden - 603 Crutcher Street #603C, Nashville, Tennessee 37206, built in 1968, Lease entered into on – November 1, 2021;
 - h. Longwood at Southern Hill - 371 Wallace Road #012, Nashville, Tennessee 37211, built in 1976, Lease entered into on – August 7, 2021;
 - i. Oak Park - 120 Oak Valley Drive #A01, Nashville, Tennessee 37207, built in 1973, Lease entered into on – September 10, 2021;
 - j. Parliament Place - 831 Glastonbury Road #1139, Nashville, Tennessee 37217, built in 1973, Lease entered into on – September 2, 2021;
 - k. Patrician Terrace - 1585 Hollywood Drive #A1, Jackson, Tennessee 38305, built in 1972, Lease entered into on – January 11, 2021; and
 - l. Riverchase - 301 N. 2nd Street #301, Nashville, Tennessee 37207, built in 1969, Lease entered into on – April 9, 2021.
45. During and subsequent to the inspection, Respondent was unable to provide records documenting that prior to entering into the leases referenced in paragraph 44, Respondent:
 - a. Included as an attachment or within the contract(s) to lease target housing, a statement by the lessee affirming receipt of the information required under 40 C.F.R. § 745.113(b)(2) and 40 C.F.R. § 745.113(b)(3), and the lead hazard pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4); and

- b. Included as an attachment or within the contract(s) to lease target housing a statement by the agent(s) involved in the transaction to lease target housing that the agent(s) has informed the lessor of the lessor's obligations, and that the agent(s) is/are aware of his/their duty to ensure compliance as required by 40 C.F.R. § 745.113(b)(5).
46. During the inspection, the EPA collected records pertaining to certain renovations conducted by Respondent at the following locations ("the Properties") from November 2020 – November 2021:
- a. Alder Terrace - 2426 E. Main Street, Murfreesboro, Tennessee 37127, built in 1973;
 - b. Brendon Park – 404 Rhodora Road, Knoxville, Tennessee 37923, built in 1972;
 - c. Chelsea Place - 805 Bradyville Pike, Murfreesboro, Tennessee 37130, built in 1970;
 - d. Crestridge - 800 Longview Road, Knoxville, Tennessee 37919, built in 1963;
 - e. Kensington - 1112 Nashville Highway, Columbia, Tennessee 38401, built in 1968;
 - f. Kingston Pointe - 6315 Kingston Pike, Knoxville, Tennessee 37919, built in 1972;
 - g. Lenore Garden - 603 Crutcher Street, Nashville, Tennessee 37206, built in 1968;
 - h. Longwood at Southern Hill - 371 Wallace Road, Nashville, Tennessee 37211, built in 1976;
 - i. Oak Park - 120 Oak Valley Drive, Nashville, Tennessee 37207, built in 1966;
 - j. Parliament Place - 831 Glastonbury Road, Nashville, Tennessee 37217, built in 1973;
 - k. Patrician Terrace - 1585 Hollywood Drive, Jackson, Tennessee 38305, built in 1972; and
 - l. Riverchase - 301 N. 2nd Street, Nashville, Tennessee 37207, built in 1969.
47. The Properties were constructed before 1978 and therefore are "target housing" as defined at 40 C.F.R. § 745.103.
48. At the time that the renovation work was being performed at the Properties, Respondent had not obtained "firm certification" as required by 40 C.F.R. § 745.81(a)(2)(ii);
49. At the time that the renovation work was being performed at the Properties, Respondent did not ensure that all individuals performing renovation activities on behalf of the firm were either certified renovators or had been trained by a certified renovator as required by 40 C.F.R. § 745.89(d)(1).

V. ALLEGED VIOLATIONS

50. Based on the EPA's review of Respondent's records during the aforementioned inspection, and the records submitted by Respondent subsequent to the inspection, the EPA alleges that Respondent, in its capacity as a lessor and an agent concerning the leasing of target housing described in paragraph 44, failed to:
- a. Include as an attachment or within the contract(s) to lease target housing, a statement by the

lessee affirming receipt of the information required under 40 C.F.R. § 745.113(b)(2) and 40 C.F.R. § 745.113(b)(3), and the lead hazard pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4); and

- b. Include as an attachment or within the contract(s) to lease target housing a statement by the agent(s) involved in the transaction to lease target housing that the agent(s) has informed the lessor of the lessor's obligations, and that the agent(s) is/are aware of his/their duty to ensure compliance as required by 40 C.F.R. § 745.113(b)(5).

51. Based on the EPA's review of Respondent's records during the aforementioned inspection, and the records submitted by Respondent subsequent to the inspection, the EPA alleges that, in the course of the renovation of Properties set forth in paragraph 46, Respondent, in its capacity as a firm, failed to:

- a. Apply to the EPA and obtain firm certification to perform, offer, or claim to perform renovations for compensation, in violation of 40 C.F.R. §745.81(a)(2)(ii) and 745.89(a); and
- b. Ensure that all individuals performing renovation activities on behalf of the firm are either certified renovators or have been trained by a certified renovator in violation of 40 C.F.R. § 745.89(d)(1).

VI. STIPULATIONS

52. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

53. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- a. admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
- b. neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
- c. consents to the assessment of a civil penalty as stated below;
- d. consents to the conditions specified in this CAFO;
- e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
- f. waives its rights to appeal the Final Order accompanying this CAFO.

54. For the purpose of this proceeding, Respondent:

- a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;

- b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- c. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- d. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of 40 C.F.R. Part 745, Subparts E and F, and the Act, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;
- e. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO; and
- f. agrees to comply with the terms of the CAFO.

55. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

56. Respondent is assessed a civil penalty of **TWENTY-THOUSAND, EIGHT-HUNDRED DOLLARS (\$20,800)** which shall be paid within thirty (30) days after the Effective Date of this CAFO.
57. Payment shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Respondent's name and Docket Number for this matter shall be referenced on the face of the check. If Respondent sends payment by the U.S. Postal Service, the payment shall be addressed to:

U.S. Environmental Protection Agency
P.O. Box 979078
St. Louis, Missouri 63197-9000

If Respondent sends payment by non-U.S. Postal express mail delivery, the payment shall be sent to:

U.S. Environmental Protection Agency
Government Lockbox 979078
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, Missouri 63101

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, New York 10045
Beneficiary: U.S. Environmental Protection Agency

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of US Treasury facility:
5700 Rivertech Court
Riverdale, Maryland 20737
Remittance Express (REX): 1-866-234-5681

58. Respondent shall send electronic proof of payment, within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and

Oyepero Olowu
TSCA Enforcement Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
olowu.oyepero@epa.gov

59. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, 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 Respondent’s name and Docket No. TSCA-04-2023-3111(b).
60. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following amounts on any amount overdue:
- a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this

CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued interest are paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b)(2) and 40 C.F.R. § 13.11(a).

- b. Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. 40 C.F.R. § 13.11(c).
- c. Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

61. In addition to what is stated in the prior paragraph, if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:
- a. refer the debt to a credit reporting agency or a collection agency (*see* 40 C.F.R. §§ 13.13 and 13.14);
 - b. collect 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 (*see* 40 C.F.R. Part 13, Subparts C and H);
 - c. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds (*see* 40 C.F.R. § 13.17); and/or
 - d. refer the debt to the Department of Justice for litigation as provided in 40 C.F.R. § 13.33.

62. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF THE CAFO

63. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
64. Full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).

65. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
66. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.
67. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
68. 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.
69. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the company, or the residential dwellings or the Properties, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
70. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
71. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
72. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
73. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
74. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
75. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false

or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

76. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.


IX. EFFECTIVE DATE

77. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

[Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement, In the Matter of **Freeman Webb Company, Realtors**, Docket No. **TSCA-04-2023-3111(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:


Signature _____ Date 8/7/23

Printed Name: JUDITH E. BEASLEY

Title: EXEC. V.P. & GENERAL COUNSEL

Address: 3810 BEDFORD AVE., STE. 300
NASHVILLE, TN 37215

The foregoing Consent Agreement, In the Matter of **Freeman Webb Company, Realtors**, Docket No. **TSCA-04-2023-3111(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Acting Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Freeman Webb Company, Realtors

Respondent.

Docket No. **TSCA-04-2023-3111(b)**

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Freeman Webb Company, Realtors**, Docket No. **TSCA-04-2023-3111(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Elizabeth Mathis
Associate Legal Counsel & Risk Manager
Freeman Webb Company, Realtors
elizabeth.mathis@freemanweb.com

To EPA: Oyepero Olowu
Case Development Officer
olowu.oyepero@epa.gov

Robert Caplan
Senior Attorney
robert.caplan@epa.gov

Shannon L. Richardson
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
R4_Regional_Hearing_Clerk@epa.gov