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10 UNITED STATES  
11 ENVIRONMENTAL PROTECTION AGENCY  
12 REGION 9

13 **In the Matter of:**

14 **C. Wright & Wright Enterprises, Inc.**  
15 **Respondent.**

**Docket No. TSCA-09-2022-0085**

**CONSENT AGREEMENT AND FINAL  
ORDER PURSUANT TO  
40 C.F.R. §§ 22.13 AND 22.18**

16 **CONSENT AGREEMENT**

17 The United States Environmental Protection Agency (“EPA”), Region 9, and C. Wright  
18 & Wright Enterprises, Inc., doing business as Western Valley Construction (“Respondent”) agree  
19 to settle this matter and consent to the entry of this Consent Agreement and Final Order  
20 (“CAFO”), which simultaneously commences and concludes this matter in accordance with  
21 40 C.F.R. §§ 22.13(b) and 22.18(b).

22 **I. AUTHORITY, JURISDICTION, AND PARTIES**

23 1. This is a civil administrative penalty action brought against Respondent pursuant to  
24 Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), for violation  
25 of Section 409 of TSCA, 15 U.S.C. § 2689, for failing to comply with Sections 402 and 406 of  
26 TSCA, 15 U.S.C. §§ 2682 and 2686, and their implementing regulations promulgated at  
27

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1 40 C.F.R. Part 745, Subpart E – Residential Property Renovation (“Subpart E”).

2 2. Complainant is the Manager, Toxics Section, Enforcement and Compliance Assurance  
3 Division, EPA, Region 9, who has been duly delegated the authority to bring and settle this  
4 action under TSCA.

5  
6 3. Respondent is a California corporation located in Olivehurst, California and is a general  
7 contractor that provides bat remediation and construction services.

8 4. On January 28, 2022, Complainant and Respondent entered into a Tolling Agreement in  
9 order to reach an amicable resolution of this matter. The Tolling Period commenced  
10 January 31, 2022 and tolled any alleged TSCA violations through June 1, 2022, was extended to  
11 September 1, 2022, through the Amended Tolling Agreement, and further extended to  
12 October 17, 2022, through the Second Amended Tolling Agreement.

13  
14 **II. APPLICABLE STATUTORY AND REGULATORY SECTIONS**

15 5. Pursuant to Section 402(a) and (c) of TSCA, 15 U.S.C. § 2682(a) and (c),  
16 40 C.F.R. § 745, Subpart E sets forth requirements for certification of individuals and firms  
17 engaged in lead-based paint activities and work practice standards for renovation, repair, and  
18 painting activities in target housing and child-occupied facilities.

19  
20 6. Pursuant to Section 406(b) of TSCA, 15 U.S.C. § 2686(b), 40 C.F.R. Part 745, Subpart E  
21 requires a person who performs renovations for compensation in target housing and child-  
22 occupied facilities to provide a lead hazard information pamphlet to the owner and occupant  
23 before beginning the renovation.

24  
25 7. “Firm” means a company, partnership, corporation, sole proprietorship, or individual  
26 doing business, association, or other business entity; a Federal, State, Tribal, or local government  
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1 agency; or a nonprofit organization. 40 C.F.R. § 745.83.

2 8. “Painted surface” means a component surface covered in whole or in part with paint or  
3 other surface coatings. 40 C.F.R. § 745.83.

4 9. “Pamphlet” means the EPA pamphlet titled “Renovate Right: Important Lead Hazard  
5 Information for Families, Child Care Providers and Schools” developed under Section 406(a) of  
6 TSCA for use in complying with Section 406(b) of TSCA, or any State or Tribal pamphlet  
7 approved by EPA pursuant to 40 C.F.R. § 745.326 that is developed for the same purpose.  
8 40 C.F.R. § 745.83.

9 10. “Person” means any natural or judicial person including any individual, corporation,  
10 partnership, or association; any Indian Tribe, State, or political subdivision thereof; any interstate  
11 body; and any department, agency, or instrumentality of the Federal Government.  
12 40 C.F.R. § 745.83.

13 11. “Renovation” means the modification of any existing structure, or portion thereof, that  
14 results in the disturbance of painted surfaces, unless that activity is part of an abatement as  
15 defined by 40 C.F.R. § 745.223. The term “renovation” includes (but is not limited to): the  
16 removal, modification or repair of painted surfaces or painted components (e.g., modification of  
17 painted doors, surface restoration, window repair, surface preparation activity (such as sanding,  
18 scraping, or other such activities that may generate paint dust)); the removal of building  
19 components (e.g., walls, ceilings, plumbing windows); weatherization projects (e.g., cutting  
20 holes in painted surfaces to install blown-in insulation or to gain access to attics planning  
21 thresholds to install weatherstripping), and interim controls that disturb painted surfaces. The  
22 term “renovation” does not include minor repair and maintenance activities. 40 C.F.R. § 745.83.  
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1 12. "Renovator" means any individual who either performs or directs workers who perform  
2 renovations. A certified renovator is a renovator who has successfully completed a renovator  
3 course accredited by EPA or an EPA-authorized State or Tribal program. 40 C.F.R. § 745.83.  
4

5 13. "Target housing" means any housing constructed prior to 1978, except housing for the  
6 elderly or persons with disabilities or any 0-bedroom dwelling (unless any child who is less than  
7 six years of age resides or is expected to reside in such housing). Section 401 of TSCA,  
8 15 U.S.C. § 2681.

9 14. No firm may perform, offer, or claim to perform renovations without certification from  
10 EPA under 40 C.F.R. § 745.89 in target housing or child-occupied facilities.  
11 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a).  
12

13 15. No more than 60 days before beginning renovation activities in any residential dwelling  
14 unit of target housing, the firm performing the renovation must provide the owner of the unit  
15 with the "pamphlet," and either obtain from the owner a written acknowledgment that the owner  
16 has received the "pamphlet" or obtain a certificate of mailing the "pamphlet" at least 7 days prior  
17 to the renovation. 40 C.F.R. § 745.84(a)(1).  
18

19 16. Firms performing renovations must ensure that a certified renovator is assigned to each  
20 renovation performed by the firm and discharges all of the certified renovator responsibilities  
21 identified in 40 C.F.R. § 745.90. 40 C.F.R. § 745.89(d)(2).  
22

23 17. Firms performing renovations must retain documentation of compliance with the  
24 requirements of 40 C.F.R. § 745.85, including the following documentation: a certified renovator  
25 was assigned to the project; the certified renovator provided on-the-job training for workers used  
26 on the project; the certified renovator performed or directed workers who performed all of the  
27

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1 work practice tasks described in 40 C.F.R. § 745.85(a); and the certified renovator performed the  
2 post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).

3 40 C.F.R. § 745.86(b)(6).

4  
5 18. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and the Civil Monetary Penalty Inflation  
6 Adjustment Rule at 40 C.F.R. Part 19, which implements the Federal Civil Penalties Inflation  
7 Adjustment Act of 1990, 28 U.S.C. § 2461, as amended, authorize civil penalties not to exceed  
8 \$43,611 per day for each violation of Section 409 of TSCA, 15 U.S.C. § 2689, that occurred  
9 after November 2, 2015, where penalties are assessed on or after January 12, 2022.

### 10 **III. ALLEGATIONS**

11  
12 19. At all times relevant to this CAFO, Respondent was a “person,” as that term is defined at  
13 40 C.F.R. § 745.83.

14 20. At all times relevant to this CAFO, Respondent was a “firm,” as that term is defined at  
15 40 C.F.R. § 745.83.

16  
17 21. At all times relevant to this CAFO, the property located at 914 Pomona Ave, in Chico,  
18 California (“Chico Property”) was “target housing,” as that term is defined at Section 401 of  
19 TSCA, 15 U.S.C. § 2681.

20 22. During the period of approximately January 2017 through March 2017, Respondent  
21 performed a renovation as that term is defined at 40 C.F.R. § 745.83, for compensation at the  
22 Chico Property (“Chico Renovation”).

23  
24 23. With respect to the Chico Renovation, Respondent did not qualify for any of the  
25 exceptions involving a lead-free determination identified in 40 C.F.R. § 745.82(a).

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1 used on the renovation; performed or directed workers who performed all of the work practice  
2 tasks described in 40 C.F.R. § 745.85(a); and performed the post-renovation cleaning  
3 verifications described in 40 C.F.R. § 745.85(b).  
4

5 32. Respondent's failure to retain documentation that a certified renovator: was assigned to  
6 the Chico Renovation, provided on-the-job training for workers used on the renovation;  
7 performed or directed workers who performed all of the work practice tasks described in  
8 40 C.F.R. § 745.85(a); and performed the post-renovation cleaning verification described in  
9 40 C.F.R. § 745.85(b) for the Chico Renovation constitute four separate violations of Section  
10 409 of TSCA, 15 U.S.C. § 2689, and 40 C.F.R. § 745.86(b)(6).  
11

#### 12 FIRM CERTIFICATION

13 33. Paragraphs 1-32 of this CAFO are realleged and are incorporated herein by reference.

14 34. At the time of the Chico Renovation, Respondent had not applied to EPA for a  
15 certification to perform renovations or dust sampling to perform renovations for compensation.  
16

17 35. Respondent's failure to apply for certification and be certified to perform renovations for  
18 compensation or dust sampling at the time of the Chico Renovation constitutes a violation of  
19 Section 409 of TSCA, 15 U.S.C. § 2689, and 40 C.F.R. § 745.89(a)(1).  
20

#### 21 **IV. RESPONDENT'S ADMISSIONS**

22 36. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding,

23 Respondent:

- 24 a. admits the jurisdictional allegations contained herein;
- 25 b. neither admits nor denies the specific factual allegations contained herein;
- 26 c. consents to the assessment of the stated civil penalty and to any conditions  
27 specified herein;

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- 1 d. waives any right to contest the allegations contained herein; and  
2 e. waives the right to appeal the proposed Final Order accompanying this Consent  
3 Agreement.

4 **V. CIVIL ADMINISTRATIVE PENALTY**

5 37. Respondent agrees to the assessment of a penalty in the amount of THREE THOUSAND  
6 SIX HUNDRED DOLLARS (\$3,600), as final settlement of the civil claims against Respondent  
7 arising under TSCA as alleged in Section III of this CAFO.

8 38. Respondent shall pay the assessed penalty no later than thirty (30) calendar days of the  
9 effective date of this CAFO. The assessed penalty shall be paid by certified or cashier's check,  
10 including the name and docket number of this matter, payable to "Treasurer, United States of  
11 America," or paid by one of the other methods listed below and sent as follows:  
12

13 **Regular Mail:**

14 U.S. Environmental Protection Agency  
15 Fines and Penalties  
16 Cincinnati Finance Center  
17 PO Box 979077  
18 St. Louis, MO 63197-9000

19 **Wire Transfers:**

20 Wire transfers must be sent directly to the Federal Reserve Bank in New York City with  
21 the following information:  
22 Federal Reserve Bank of New York  
23 ABA = 021030004  
24 Account = 68010727  
25 SWIFT address = FRNYUS33  
26 33 Liberty Street  
27 New York, NY 10045  
28 Field Tag 4200 of the Fedwire message should read "D 68010727  
Environmental Protection Agency"

**Overnight Mail:**

U.S. Bank  
1005 Convention Plaza  
Mail Station SL-MO-C2GL

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1 other person as a tax deduction from Respondent's federal, state, or local taxes.

2 41. If Respondent fails to pay the assessed civil administrative penalty specified in Paragraph  
3 37 by the deadline and manner specified in Paragraph 38, then the entire remaining balance of  
4 the assessed penalty shall immediately become due and payable. Respondent also shall pay to  
5 EPA a stipulated penalty of \$100 per day for each day that payment is late in addition to the  
6 assessed penalty. Stipulated penalties shall accrue until such time as the assessed penalty and all  
7 accrued stipulated penalties are paid and shall become due and payable upon written request by  
8 EPA. In addition, failure to pay the civil administrative penalty by the manner and deadline  
9 specified in Paragraph 38 may lead to any or all of the following actions:  
10

- 11
- 12 a. The debt being referred to a credit reporting agency, a collection agency, or to the  
13 Department of Justice for filing of a collection action in the appropriate United  
14 States District Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such collection  
15 action, the validity, amount, and appropriateness of the assessed penalty and of  
16 this CAFO shall not be subject to review.
  - 17
  - 18 b. The debt being collected by administrative offset (i.e., the withholding of money  
19 payable by the United States to, or held by the United States for, a person to  
20 satisfy the debt the person owes the Government), which includes, but is not  
21 limited to, referral to the Internal Revenue Service for offset against income tax  
22 refunds. 40 C.F.R. Part 13, Subparts C and H.
  - 23
  - 24 c. EPA may (i) suspend or revoke Respondent's licenses or other privileges; or (ii)  
25 suspend or disqualify Respondent from doing business with EPA or engaging in  
26 programs EPA sponsors or funds. 40 C.F.R. § 13.17.
  - 27

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1 d. In accordance with the Debt Collection Act of 1982 and 40 C.F.R. Part 13,  
2 interest, penalties charges, and administrative costs will be assessed against the  
3 outstanding amount that Respondent owes to EPA for Respondent's failure to pay  
4 in full the assessed civil administrative penalty by the deadline specified in  
5 Paragraph 38. Interest will be assessed at an annual rate that is equal to the rate of  
6 current value of funds to the United States Treasury (i.e., the Treasury tax and  
7 loan account rate) as prescribed and published by the Secretary of the Treasury in  
8 the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. 40  
9 C.F.R. § 13.11(a)(1). Penalty charges will be assessed monthly at a rate of 6% per  
10 annum. 40 C.F.R. § 13.11(c). Administrative costs for handling and collecting  
11 Respondent's overdue debt will be based on either actual or average cost incurred,  
12 and will include both direct and indirect costs. 40 C.F.R. § 13.11(b). In addition,  
13 if this matter is referred to another department or agency (e.g., the Department of  
14 Justice, the Internal Revenue Service), that department or agency may assess its  
15 own administrative costs, in addition to EPA's administrative costs, for handling  
16 and collecting Respondent's overdue debt.  
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## 20 **VI. RESPONDENT'S CERTIFICATION**

21 42. In executing this CAFO, Respondent certifies that it is now fully in compliance with the  
22 federal regulations promulgated at 40 C.F.R. Part 745, Subpart E.  
23

## 24 **VII. RETENTION OF RIGHTS**

25 43. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's liability  
26 for federal civil penalties for the violations and facts specifically alleged in Section III of this  
27

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1 CAFO. Nothing in this CAFO is intended to or shall be construed to resolve (i) any civil liability  
2 for violations of any provision of any federal, state, or local law, statute, regulation, rule,  
3 ordinance, or permit not specifically alleged in Section III of this CAFO; or (ii) any criminal  
4 liability. EPA specifically reserves any and all authorities, rights, and remedies available to it  
5 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to  
6 address any violation of this CAFO or any violation not specifically alleged in Section III of this  
7 CAFO.  
8

9 44. This CAFO does not exempt, relieve, modify, or affect in any way Respondent's duty to  
10 comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and  
11 permits.  
12

#### 13 **VIII. ATTORNEYS' FEES AND COSTS**

14 45. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this  
15 proceeding.  
16

#### 17 **IX. EFFECTIVE DATE**

18 46. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CAFO shall be effective  
19 on the date that the final order contained in this CAFO, having been approved and issued by  
20 either the Regional Judicial Officer or Regional Administrator, is filed with the Regional Hearing  
21 Clerk.  
22

#### 23 **X. BINDING EFFECT**

24 47. The undersigned representative of Complainant and the undersigned representative of  
25 Respondent each certifies that he or she is fully authorized to enter into the terms and conditions  
26 of this CAFO and to bind the party he or she represents to this CAFO.  
27

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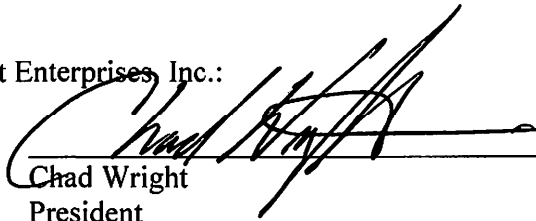
1        48. The provisions of this CAFO shall apply to and be binding upon Respondent and its  
2 officers, directors, employees, agents, trustees, servants, authorized representatives, successors,  
3 and assigns.  
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In the Matter of: C. Wright & Wright Enterprises, Inc.  
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1 FOR RESPONDENT, C. Wright & Wright Enterprises, Inc.:

2 9-6-2022

3 DATE

  
Chad Wright  
President  
C. Wright & Wright Enterprises, Inc.

6 FOR COMPLAINANT, U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 9:

7 9/16/2022

8 DATE

MATTHEW  
SALAZAR  
Matt Salazar  
Manager, Toxics Section  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 9

Digitally signed by MATTHEW  
SALAZAR  
Date: 2022.09.16 08:58:40 -07'00'

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1 **FINAL ORDER**

2 Complainant and Respondent, having entered into the foregoing Consent Agreement,

3 IT IS HEREBY ORDERED that this Consent Agreement and Final Order in the matter  
4 of: C. Wright & Wright Enterprises, Inc. (Docket No. TSCA-09-2022-0085) be entered, and that  
5 Respondent shall pay a civil penalty in the amount of THREE THOUSAND SIX HUNDRED  
6 DOLLARS (\$3,600), in accordance with the terms of this Consent Agreement and Final Order.  
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11 STEVEN L. JAWGIEL  
12 Regional Judicial Officer  
13 U.S. EPA, Region IX  
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1 **CERTIFICATE OF SERVICE**

2 I certify that the original of the fully executed Consent Agreement and Final Order in the matter  
3 of C. Wright & Wright Enterprises, Inc., (Docket No. TSCA-09-2022-0085) was filed with the  
4 Regional Hearing Clerk, U.S. EPA, Region IX, 75 Hawthorne Street, San Francisco, CA 94105,  
5 and that a true and correct copy of the same was sent to the following parties via electronic mail:

6 **Respondent:** Chad Wright  
7 President  
8 C. Wright & Wright Enterprises, Inc.  
9 1468 Sky Harbor Drive, Ste. A  
10 Olivehurst, California 95961  
11 [Wright.Wright.inc@gmail.com](mailto:Wright.Wright.inc@gmail.com)

12 **Complainant:** Nathaniel Moore  
13 Assistant Regional Counsel (ORC-2)  
14 U.S. EPA, Region IX  
15 75 Hawthorne Street  
16 San Francisco, CA 94105  
17 Moore.Nathaniel@epa.gov

18 \_\_\_\_\_  
19 Ponly J. Tu Date  
20 Regional Hearing Clerk  
21 U.S. EPA - Region IX  
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