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23 DEC 2020
U.S. EPA - REGION IX

10 UNITED STATES
11 ENVIRONMENTAL PROTECTION AGENCY
12 REGION 9

13 **In the Matter of:**

14 **Precise Home Builders, Inc.,**

15 **Respondent.**

Docket No. TSCA-09-2021-0017

**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 Precise
18 Home Builders, Inc., (“Respondent”) agree to settle this matter and consent to the entry of this
19 Consent Agreement and Final Order (“CAFO”), which simultaneously commences and
20 concludes this matter in accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b).

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

22 1. This is a civil administrative penalty action brought against Respondent pursuant to
23 Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), for violation
24 of Section 409 of TSCA, 15 U.S.C. § 2689, for failing to comply with Sections 402 and 406 of
25 TSCA, 15 U.S.C. §§ 2682 and 2686, and their implementing rules issued at 40 C.F.R. Part 745,
26 Subpart E – Residential Property Renovation (“Subpart E”).
27

28 In the Matter of: Precise Home Builders, Inc.
Consent Agreement and Final Order 1

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

4 3. Respondent, a California corporation located in Reseda, California, provides construction
5 and remodeling services.

7 **II. APPLICABLE STATUTORY AND REGULATORY SECTIONS**

8 4. Subpart E applies to all renovations performed for compensation in target housing and
9 child-occupied facilities, unless the renovation qualifies for the exception involving a lead-free
10 determination identified at 40 C.F.R. § 745.82(a).

11 5. Pursuant to Section 402(c) of TSCA, 15 U.S.C. § 2682(c), Subpart E sets forth
12 requirements for certification of firms and individuals engaged in lead-based paint activities and
13 work practice standards for renovation, repair and painting activities in target housing.

14 6. No firm may perform, offer, or claim to perform renovations without certification from
15 EPA under §745.89 in target housing. 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a).

16 7. No more than 60 days before beginning renovation activities in any residential dwelling
17 unit of target housing, the firm performing the renovation must provide the owner of the
18 unit with the “pamphlet,” as that term is defined at 40 C.F.R. § 745.83, and either obtain from the
19 owner a written acknowledgment that the owner has received the “pamphlet” or obtain a
20 certificate of mailing the “pamphlet” at least 7 days prior to the renovation. 40 C.F.R.
21 § 745.84(a)(1).

22 8. Firms performing renovations must ensure that a certified renovator is assigned to each
23 renovation performed by the firm and discharges all of the certified renovator responsibilities
24

1 identified in § 745.90. 40 C.F.R. § 745.89(d)(2).

2 9. Firms performing renovations must retain documentation of compliance with the
3 requirements of § 745.85, including documentation that a certified renovator was assigned to the
4 project; that the certified renovator provided on-the-job training for workers used on the project;
5 that the certified renovator performed or directed workers who performed all of the work practice
6 tasks described in § 745.85(a); and that the certified renovator performed the post-renovation
7 cleaning verification described in § 745.85(b). 40 C.F.R. § 745.86(b)(6).

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

13
14 11. “Renovation” means the modification of any existing structure, or portion thereof, that
15 results in the disturbance of painted surfaces, unless that activity is part of an abatement as
16 defined by 40 C.F.R. § 745.223. The term “renovation” includes (but is not limited to): the
17 removal, modification or repair of painted surfaces or painted components (e.g., modification of
18 painted doors, surface restoration, window repair, surface preparation activity (such as sanding,
19 scraping, or other such activities that may generate paint dust)); the removal of building
20 components (e.g., walls, ceilings, plumbing windows); weatherization projects (e.g., cutting
21 holes in painted surfaces to install blown-in insulation or to gain access to attics planning
22 thresholds to install weatherstripping), and interim controls that disturb painted surfaces. The
23 term “renovation” does not include minor repair and maintenance activities. 40 C.F.R. § 745.83.

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26 12. “Painted surface” means a component surface covered in whole or in part with paint or
27

1 other surface coatings. 40 C.F.R. § 745.83.

2 13. “Renovator” means any individual who either performs or directs workers who perform
3 renovations. A certified renovator is a renovator who has successfully completed a renovator
4 course accredited by EPA or an EPA-authorized State or Tribal program. 40 C.F.R. § 745.83.
5

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

11 15. “Firm” means a company, partnership, corporation, sole proprietorship, or individual
12 doing business, association, or other business entity; a Federal, State, Tribal, or local government
13 agency; or a nonprofit organization. 40 C.F.R. § 745.83.

14 16. “Pamphlet” means the EPA pamphlet titled, “Renovate Right: Important Lead Hazard
15 Information for Families, Child Care Providers and Schools,” developed under Section 406(a) of
16 TSCA for use in complying with Section 406(b) of TSCA, or any State or Tribal pamphlet
17 approved by EPA pursuant to 40 C.F.R. § 745.326 that is developed for the same purpose. 40
18 C.F.R. § 745.83.
19

20 17. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and the Civil Monetary Penalty Inflation
21 Adjustment Rule at 40 C.F.R. Part 19, which implements the Federal Civil Penalties Inflation
22 Adjustment Act of 1990, 28 U.S.C. § 2461, as amended, authorize civil penalties not to exceed
23 \$40,576 per day for each violation of Section 409 of TSCA, 15 U.S.C. § 2689, that occurred
24 after November 2, 2015 where penalties are assessed on or after January 13, 2020.
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1 **III. ALLEGATIONS**

2 18. At all times relevant to this CAFO, Respondent was a “person,” as that term is defined at
3 40 C.F.R. § 745.83.

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

6 20. At all times relevant to this CAFO, the properties at 7516 Lasaine Avenue, Van Nuys,
7 California 91406 (“Lasaine Property”) and 3933 Hayvenhurst Avenue, Encino, California 91436
8 (“Hayvenhurst Property”) were “target housing,” as that term is defined at Section 401 of TSCA,
9 15 U.S.C. § 2681.

10 21. During the period of approximately August 2017 to November 2017, Respondent
11 performed more than one “renovation,” as that term is defined at 40 C.F.R. § 745.83, at the
12 Lasaine Property for compensation (“Lasaine Renovations”).

13 22. During the period of approximately January 2016 to April 2016, Respondent performed
14 more than one “renovation,” as that term is defined at 40 C.F.R. § 745.83, at the Hayvenhurst
15 Property for compensation (“Hayvenhurst Renovations”).

16 23. With respect to the Lasaine Renovations and Hayvenhurst Renovations, Respondent did
17 not qualify for the exception involving a lead-free determination identified in 40 C.F.R.
18 § 745.82(a).

19 CLAIM 1

20 24. Paragraphs 1-23 of this CAFO are realleged and are incorporated herein by reference.

21 25. Respondent performed the Lasaine Renovations and Hayvenhurst Renovations without
22 firm certification pursuant to 40 C.F.R. § 745.89.

1 26. Respondent's performance of Lasaine Renovations and Hayvenhurst Renovations without
2 firm certification pursuant to 40 C.F.R. § 745.89 constitutes a violation of Section 409 of TSCA,
3 15 U.S.C. § 2689, and 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a).
4

5 CLAIMS 2-3

6 27. Paragraphs 1-26 of this CAFO are realleged and are incorporated herein by reference.

7 28. Respondent did not obtain from the owner(s) of the Lasaine Property a written
8 acknowledgment that the owner(s) received the “pamphlet,” as that term is defined at 40 C.F.R.
9 § 745.83, or obtain a certificate of mailing the “pamphlet” at least 7 days prior to the Lasaine
10 Renovations.
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12 29. Respondent did not obtain from the owner(s) of the Hayvenhurst Property a written
13 acknowledgment that the owner(s) received the “pamphlet,” as that term is defined at 40 C.F.R.
14 § 745.83, or obtain a certificate of mailing the “pamphlet” at least 7 days prior to the
15 Hayvenhurst Renovations.
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17 30. Respondent's failure to obtain from the owner(s) of the Lasaine Property a written
18 acknowledgment that the owner(s) received the “pamphlet,” as that term is defined at 40 C.F.R.
19 § 745.83, or obtain a certificate of mailing the “pamphlet” at least 7 days prior to the Lasaine
20 Renovations, constitutes a violation of Section 409 of TSCA, 15 U.S.C. § 2689, and 40 C.F.R.
21 § 745.84(a)(1).
22

23 31. Respondent's failure to obtain from the owner(s) of the Hayvenhurst Property a written
24 acknowledgment that the owner(s) received the “pamphlet,” as that term is defined at 40 C.F.R.
25 § 745.83, or obtain a certificate of mailing the “pamphlet” at least 7 days prior to the
26 Hayvenhurst Renovations, constitutes a violation of Section 409 of TSCA, 15 U.S.C. § 2689, and
27

1 40 C.F.R. § 745.84(a)(1).

2 CLAIMS 4-5

3 32. Paragraphs 1-31 of this CAFO are realleged and are incorporated herein by reference.

4
5 33. Respondent did not ensure that certified renovator(s) discharged all of the certified
6 renovator responsibilities identified in § 745.90 for the Lasaine Renovations.

7 34. Respondent did not ensure that certified renovator(s) discharged all of the certified
8 renovator responsibilities identified in § 745.90 for the Hayvenhurst Renovations.

9 35. Respondent's failure to ensure that certified renovator(s) discharged all of the certified
10 renovator responsibilities identified in § 745.90 for the Lasaine Renovations constitutes a
11 violation of Section 409 of TSCA, 15 U.S.C. § 2689, and 40 C.F.R. § 745.89(d)(2).

12 36. Respondent's failure to ensure that certified renovator(s) discharged all of the certified
13 renovator responsibilities identified in § 745.90 for the Hayvenhurst Renovations constitutes a
14 violation of Section 409 of TSCA, 15 U.S.C. § 2689, and 40 C.F.R. § 745.89(d)(2).

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16 CLAIMS 6-13

17 37. Paragraphs 1-36 of this CAFO are realleged and are incorporated herein by reference.

18 38. With respect to the Lasaine Renovations, Respondent did not retain documentation that
19 certified renovator(s) were assigned to the project; that certified renovator(s) provided on-the-job
20 training for workers used; that certified renovator(s) performed or directed workers who
21 performed all of the work practice tasks described in § 745.85(a); and that certified renovator(s)
22 performed the post-renovation cleaning verifications described in § 745.85(b) for the Lasaine
23 Renovations.
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1 39. With respect to the Hayvenhurst Renovations, Respondent did not retain documentation
2 that certified renovator(s) were assigned to the project; that certified renovator(s) provided on-
3 the-job training for workers used; that certified renovator(s) performed or directed workers who
4 performed all of the work practice tasks described in § 745.85(a); and that certified renovator(s)
5 performed the post-renovation cleaning verifications described in § 745.85(b) for the
6 Hayvenhurst Renovations.
7

8 40. With respect to the Lasaine Renovations, Respondent's failures to retain documentation
9 that certified renovator(s) were assigned to the projects; that certified renovator(s) provided on-
10 the-job training for workers used; that certified renovator(s) performed or directed workers who
11 performed all of the work practice tasks described in § 745.85(a); and that certified renovator(s)
12 performed the post-renovation cleaning verification described in § 745.85(b) for the Lasaine
13 Renovations constitute four violations of Section 409 of TSCA, 15 U.S.C. § 2689, and 40 C.F.R.
14 § 745.86(b)(6).
15

16 41. With respect to the Hayvenhurst Renovations, Respondent's failures to retain
17 documentation that certified renovator(s) were assigned to the projects; that certified renovator(s)
18 provided on-the-job training for workers used; that certified renovator(s) performed or directed
19 workers who performed all of the work practice tasks described in § 745.85(a); and that certified
20 renovator(s) performed the post-renovation cleaning verification described in § 745.85(b) for the
21 Hayvenhurst Renovations constitute four violations of Section 409 of TSCA, 15 U.S.C. § 2689,
22 and 40 C.F.R. § 745.86(b)(6).
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25 **IV. RESPONDENT'S ADMISSIONS**

26 42. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding,
27

1 Respondent: (i) admits that EPA has jurisdiction over the subject matter of this CAFO and over
2 Respondent; (ii) neither admits nor denies the specific factual allegations contained in Section III
3 of this CAFO; (iii) consents to the terms of this CAFO, including the assessment of the civil
4 administrative penalty under Section V of this CAFO; (iv) waives any right to contest the
5 allegations contained in Section III of this CAFO; and (v) waives the right to appeal the proposed
6 Final Order contained in this CAFO.
7

8 **V. CIVIL ADMINISTRATIVE PENALTY**

9 43. Respondent agrees to the assessment of a penalty in the amount of FIVE THOUSAND
10 TWENTY-FIVE DOLLARS (\$5,025), inclusive of interest, as final settlement of the civil claims
11 against Respondent arising under TSCA as alleged in Section III of this CAFO.
12

13 44. Respondent shall pay the assessed penalty no later than ninety (90) days after the
14 effective date of the CAFO. The assessed penalty shall be paid by certified or cashier's check,
15 payable to "Treasurer, United States of America," or paid by one of the other methods listed
16 below and sent as follows:
17

18 Regular Mail:
19 U.S. Environmental Protection Agency
20 Fines and Penalties
21 Cincinnati Finance Center
22 PO Box 979077
23 St. Louis, MO 63197-9000

24 Wire Transfers:
25 Wire transfers must be sent directly to the Federal Reserve Bank in New York City with the
26 following information:
27 Federal Reserve Bank of New York
28 ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

1 Field Tag 4200 of the Fedwire message should read “D 68010727
2 Environmental Protection Agency”

3 **Overnight Mail:**

4 U.S. Bank
5 1005 Convention Plaza
6 Mail Station SL-MO-C2GL
7 ATTN Box 979077
8 St. Louis, MO 63101

9 **ACH (also known as REX or remittance express):**

10 US Treasury REX/Cashlink ACH Receiver ABA = 051036706
11 Account Number: 310006, Environmental Protection Agency
12 CTX Format Transaction Code 22 - checking
13 Physical location of US Treasury Facility

14 5700 Rivertech Court
15 Riverdale, MD 20737
16 Remittance Express (REX) 1-866-234-5681

17 **On Line Payment:**

18 This payment option can be accessed from the information below:
19 www.pay.gov

20 Enter “sfo1.1” in the search field
21 Open form and complete required fields

22 If clarification regarding a particular method of payment remittance is needed, contact the EPA
23 Cincinnati Finance Center at 513-487-2091.

24 Concurrently, a copy of the check or notification that the payment has been made by one of the
25 other methods listed above, including proof of the date payment was made, shall be sent with
26 a transmittal letter indicating Respondent’s name, the case title, and the docket number to the
27 following addressees:

28 **Regional Hearing Clerk:**
R9HearingClerk@epa.gov

Christopher Rollins:
Rollins.Christopher@epa.gov

45. The payment terms in Paragraph 44 Section V of this CAFO were based on a certified
statement from Respondent that it experienced a severe reduction in revenues due to COVID-19.

1 Any false statement made in the certified statement may result in voiding Section V of this
2 CAFO.

3 46. Payment of the above civil administrative penalty shall not be used by Respondent or any
4 other person as a tax deduction from Respondent's federal, state, or local taxes.

5
6 47. If Respondent fails to pay the assessed civil administrative penalty specified in Paragraph
7 43 by the deadline specified in Paragraph 44, then Respondent shall pay to EPA a stipulated
8 penalty of \$100 per day in addition to the assessed penalty. Stipulated penalties shall accrue
9 until such time as the assessed penalty and all accrued stipulated penalties are paid and shall
10 become due and payable upon written request by EPA. In addition, failure to pay the civil
11 administrative penalty by the deadline specified in Paragraph 44 may lead to any or all of the
12 following actions:

13
14 a. The debt being referred to a credit reporting agency, a collection agency, or to the
15 Department of Justice for filing of a collection action in the appropriate United States District
16 Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such collection action, the validity, amount,
17 and appropriateness of the assessed penalty and of this CAFO shall not be subject to review.

18
19 b. The debt being collected by administrative offset (i.e., the withholding of money payable
20 by the United States to, or held by the United States for, a person to satisfy the debt the person
21 owes the Government), which includes, but is not limited to, referral to the Internal Revenue
22 Service for offset against income tax 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) suspend
25 or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors
26 or funds. 40 C.F.R. § 13.17.

1 d. In accordance with the Debt Collection Act of 1982 and 40 C.F.R. Part 13, interest,
2 penalties charges, and administrative costs will be assessed against the outstanding amount that
3 Respondent owes to EPA for Respondent's failure to pay the civil administrative penalty by the
4 deadline specified in Paragraph 44. Interest will be assessed at an annual rate that is equal to the
5 rate of current value of funds to the United States Treasury (i.e., the Treasury tax and loan
6 account rate) as prescribed and published by the Secretary of the Treasury in the Federal
7 Register and the Treasury Fiscal Requirements Manual Bulletins. 40 C.F.R. § 13.11(a)(1).
8 Penalty charges will be assessed monthly at a rate of 6% per annum. 40 C.F.R. § 13.11(c).
9 Administrative costs for handling and collecting Respondent's overdue debt will be based on
10 either actual or average cost incurred, and will include both direct and indirect costs. 40 C.F.R.
11 § 13.11(b). In addition, if this matter is referred to another department or agency (e.g., the
12 Department of Justice, the Internal Revenue Service), that department or agency may
13 assess its own administrative costs, in addition to EPA's administrative costs, for handling and
14 collecting Respondent's overdue debt.
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18 **VI. RESPONDENT'S CERTIFICATION**

19 48. In executing this CAFO, Respondent certifies that it is now fully in compliance with the
20 federal regulations promulgated at Subpart E.
21

22 **VII. RETENTION OF RIGHTS**

23 49. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's liability
24 for federal civil penalties for the violations and facts specifically alleged in Section III of this
25 CAFO. Nothing in this CAFO is intended to or shall be construed to resolve (i) any civil liability
26 for violations of any provision of any federal, state, or local law, statute, regulation, rule,
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1 ordinance, or permit not specifically alleged in Section III of this CAFO; or (ii) any criminal
2 liability. EPA specifically reserves any and all authorities, rights, and remedies available to it
3 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to
4 address any violation of this CAFO or any violation not specifically alleged in Section III of this
5 CAFO.
6

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

11 **VIII. ATTORNEYS' FEES AND COSTS**

12 51. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this
13 proceeding.
14

15 **IX. EFFECTIVE DATE**

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

20 **X. BINDING EFFECT**


21 53. The undersigned representative of Complainant and the undersigned representative of
22 Respondent each certifies that he or she is fully authorized to enter into the terms and conditions
23 of this CAFO and to bind the party he or she represents to this CAFO.
24

25 54. The provisions of this CAFO shall apply to and be binding upon Respondent and its
26 officers, directors, employees, agents, trustees, servants, authorized representatives, successors,
27 and assigns.
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FOR RESPONDENT, PRECISE HOME BUILDERS, INC

11/16/2020
DATE


Name *M. Shachraf*
Title *Owner*
Precise Home Builders, Inc.

FOR COMPLAINANT:

12/21/2020
DATE

MATTHEW SALAZAR
Digitally signed by MATTHEW SALAZAR
Date: 2020.12.21 08:54:01 -08'00'

Matt Salazar
Manager, Toxics Branch, Enforcement and Compliance Assurance Division

1 **FINAL ORDER**

2 Complainant and Respondent, having entered into the foregoing Consent Agreement,
3 IT IS HEREBY ORDERED that this CAFO (Docket No. TSCA-09-2021-0017) be entered,
4 and that Respondent shall pay a civil administrative penalty in the amount of FIVE
5 THOUSAND TWENTY-FIVE DOLLARS (\$5,025) and comply with the terms and conditions
6 set forth in the Consent Agreement. This Consent Agreement and Final Order shall become
7 effective upon filing.
8

9 **Steven L.** Digitally signed by
10 **Jawgiel** Steven L. Jawgiel
Date: 2020.12.22
09:55:09 -08'00'

11 _____
DATE

12 STEVEN L. JAWGIEL
13 Regional Judicial Officer
U.S. Environmental Protection Agency,
Region 9

CERTIFICATE OF SERVICE

This is to certify that the fully executed Consent Agreement and Final Order in the matter of Precise Home Builders, Inc. (TSCA-09-2021-0017) was filed with the Regional Hearing Clerk, and that a true and correct copy of the same was sent by email to the following parties:

RESPONDENT

Moshe Shachrur
Owner
Precise Home Builders, Inc.
6925 Canby Avenue, Ste. 103
Reseda, CA 91335
moshe@precisehomebuilders.com

COMPLAINANT

Brian Riedel
Office of Regional Counsel
U.S. EPA, Region IX
75 Hawthorne Street
San Francisco, CA 94105
riedel.brian@epa.gov

Regional Hearing Clerk
U.S. EPA, Region IX