

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**



<b>In the Matter of:</b>	)	<b>Docket No. TSCA-05-2024-0009</b>
	)	
<b>Intelligent Design Corp.</b>	)	<b>Proceeding to Assess a Civil</b>
<b>Maple Grove, Minnesota,</b>	)	<b>Penalty Under Section 16(a) of the</b>
	)	<b>Toxic Substances Control Act,</b>
<b>Respondent.</b>	)	<b>15 U.S.C. § 2615(a)</b>
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**Consent Agreement and Final Order**

**Preliminary Statement**

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. Part 22.

2. The Complainant is the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency (EPA), Region 5.

3. Respondent is Intelligent Design Corp., a corporation with a place of business located at 10907 93<sup>rd</sup> Avenue North, Maple Grove, Minnesota 55369.

4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

### **Jurisdiction and Waiver of Right to Hearing**

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided in 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

### **Statutory and Regulatory Background**

9. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), Pub. L. 102-550, 106 Stat. 3897 (codified in scattered sections of 15 U.S.C. and 42 U.S.C.), Congress found, among other things, that low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6; at low levels, lead poisoning in children causes intelligence deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. A key component of the national strategy to reduce and eliminate the threat of childhood lead poisoning is to educate the public concerning the hazards and sources of lead-based paint poisoning and steps to reduce and eliminate such hazards.

10. Section 1021 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 amended TSCA, 15 U.S.C. § 2601 *et seq.*, by adding Subchapter IV – Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692.

11. Section 402(a) of TSCA, 15 U.S.C. § 2682, requires the Administrator of EPA to promulgate regulations to ensure that individuals engaged in lead-based paint activities are properly trained; that training programs are accredited; that contractors engaged in such activities

are certified; and that such regulations contain standards for performing lead-based paint activities, taking into account reliability, effectiveness, and safety.

12. Section 402(c) of TSCA, 15 U.S.C. § 2682, requires the Administrator of EPA to promulgate guidelines for the conduct of renovation and remodeling activities to reduce the risk of exposure to lead in connection with renovation and remodeling of target housing and public buildings built before 1978, and commercial buildings, and to revise the regulations under Section 402(a) of TSCA to apply those regulations to renovation or remodeling activities in target housing, public buildings constructed before 1978, and commercial buildings that create lead-based paint hazards.

13. Section 407 of TSCA, 15 U.S.C. § 2687, requires the regulations promulgated by the Administrator of EPA under Subchapter IV to include such recordkeeping and reporting requirements as may be necessary to insure the effective implementation of the TSCA Lead Exposure Reduction requirements, 15 U.S.C. §§ 2681 through 2692.

14. Under Section 409 of TSCA, 15 U.S.C. § 2689, it shall be unlawful for any person to fail or refuse to comply with any rule or order issued under Subchapter IV – Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692. *See also* 40 C.F.R. § 745.87.

15. Under Section 15 of TSCA, 15 U.S.C. § 2614, it shall be unlawful for any person to fail or refuse to establish and maintain records, submit reports, notices, or other information, or permit access to or copying of records, as required by TSCA or a rule thereunder. *See also* 40 C.F.R. § 745.87.

16. Pursuant to Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682 and 2686, EPA promulgated the residential property renovation regulations at 40 C.F.R. Part 745, Subpart E, prescribing procedures and requirements for: the accreditation of renovator training programs;

certification of individuals and firms; work practice standards for renovation, repair and painting activities in target housing and child-occupied facilities; and recordkeeping to demonstrate compliance with work practice standards. 73 *Fed. Reg.* 21691 (April 22, 2008).

17. 40 C.F.R. § 745.82(a) provides that Subpart E applies to all renovations performed in target housing and child-occupied facilities, with certain exceptions not relevant here.

18. 40 C.F.R. § 745.83 defines *firm* to mean a company, partnership, corporation, sole proprietorship, or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.

19. 40 C.F.R. § 745.83 defines *renovation* to mean 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 by this part (40 C.F.R. § 745.223). The term renovation includes (but is not limited to): 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); the removal of building components (e.g., walls, ceiling, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planing thresholds to install weather stripping), and interim controls that disturb painted surfaces.

20. 40 C.F.R. § 745.83 defines *renovator* to mean an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA authorized State or Tribal Program.

21. 40 C.F.R. § 745.103 defines *target housing* 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 (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

22. 40 C.F.R. § 745.86(a) requires firms performing renovations to retain and, if requested, make available to EPA all records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E for a period of three years following completion of the renovation.

23. 40 C.F.R. § 745.86(b)(6) requires a firm to document compliance with the work practice standards in 40 C.F.R. § 745.85 by retaining records to document that a certified renovator was assigned to the renovation project.

24. 40 C.F.R. § 745.86(b)(6) requires a firm to document compliance with the work practice standards in 40 C.F.R. § 745.85 by retaining records to document that a certified renovator performed or directed workers who performed all of the work practice standards described in 40 C.F.R. § 745.85(a).

25. 40 C.F.R. § 745.86(b)(6)(i) requires a firm to document compliance with the work practice standards in 40 C.F.R. § 745.85 by retaining records to document that the certified renovator performed on-the-job training for workers used on the renovation project.

26. 40 C.F.R. § 745.86(b)(6)(viii) requires a firm to document compliance with the work practice standards in 40 C.F.R. § 745.85 by retaining records to document that the certified renovator performed the post-cleaning verification described in 40 C.F.R. § 745.85(b).

27. 40 C.F.R. § 745.86(b)(6) requires a firm to document compliance with the work practice standards in 40 C.F.R. § 745.85 by retaining a copy of a certification from the certified

renovator assigned to the project certifying the requirements in 40 C.F.R. § 745.86(b)(6)(i) through (viii) were completed.

28. Section 16(a) of TSCA, 42 U.S.C. § 2615(a), 40 C.F.R. § 745.87(d), and 40 C.F.R. Part 19, authorize the Administrator of EPA to assess a civil penalty of up to \$46,989 per violation for each day of violation of Sections 15 and 409 of TSCA that occurred after November 2, 2015, where penalties are assessed on or after January 6, 2023.

### **Factual Allegations and Alleged Violations**

29. At all times relevant to this Complaint, Respondent was a corporation with a place of business located at 10907 93<sup>rd</sup> Avenue North, Maple Grove, Minnesota, and was therefore a *firm* as defined by 40 C.F.R. § 745.83.

30. At all times relevant to this Complaint, Respondent was a firm doing business in Minnesota. Respondent was therefore a “firm,” as defined at 40 C.F.R. § 745.83, at all times relevant to this Complaint.

31. In February 2023, the EPA received a complaint regarding Respondent’s compliance with TSCA 40 C.F.R. Part 745 at renovations of 2657 Salem Avenue South, Saint Louis Park, Minnesota 55416 (the Salem property).

32. The February 2023 complainant provided the EPA photographs and information that alleging there were open windows during the renovation and construction dust in a windowsill following the renovation, areas of the ground that were not covered during the renovation, paint chips and debris on the ground during the renovation, and a positive lead-based paint test for the property.

33. On April 26, 2023, EPA sent an information request letter (IRL) via email to Respondent's email address at [inna.b@idesigncorporation.com](mailto:inna.b@idesigncorporation.com) regarding Respondent's compliance with the residential property renovation requirements at 40 C.F.R. Part 745, Subpart E.

34. The April 26, 2023, IRL EPA issued requested all records for the renovations that Respondent had performed from 2020 to 2023.

35. On May 24, 2023, Respondent replied to the IRL via email and provided records. Based on information and records provided by Respondent, it performed or directed workers who performed insurance claim renovations to the properties described in the chart below:

**Renovation Work Performed at Target Housing**

<b>Line NO.</b>	<b>Housing Address</b>	<b>Year Built</b>	<b>Contracted Work</b>	<b>Date(s) Work Performed</b>
1	1016 17 <sup>th</sup> Avenue South Saint Cloud, Minnesota 56301	1948	Windstorm/hail damage insurance claim – replace roof, lead paint siding removal, window work, gutters	September 15, 2022
2	The Salem property	1940	Hail damage claim – roof replacement, remove/replace siding	September 15-16, 2022
3	4613 Cascade Lane Edina, Minnesota 55436	1948	Windstorm/hail damage claim – replace roof, window work, wood siding removal, gutters	April 12, 2021
4	9100 County Road 116 Corcoran, Minnesota 55340	1900	Windstorm/hail damage claim – replace roof, gutters, siding replacement	June 6, 2022

36. The insurance claims renovations that Respondent performed at the properties listed in paragraph 35, above, were modifications of the buildings' existing structure that resulted in disturbance of painted surfaces and were therefore *renovations* as defined in 40 C.F.R. § 745.83.

37. The buildings listed at the addresses in paragraph 35 are residential housing built prior to 1978, and therefore are *target housing* as defined in 40 C.F.R. § 745.103.

38. Respondent either performed or directed workers to perform the renovations described in paragraph 35, and is therefore a *renovator* as defined in 40 C.F.R. § 745.83.

39. On October 3, 2023, the EPA issued a Notice of Intent to File an Administrative Complaint.

40. In response to the Notice of Intent to File an Administrative Complaint, Respondent provided the EPA additional records for the renovations identified in paragraph 35.

41. Respondent provided documentation showing that the homeowner of 9100 County Road 116 Corcoran, Minnesota 55340 received an EPA-approved lead hazard information pamphlet on March 19, 2021, more than 60 days before the renovation on June 6, 2022, identified in paragraph 35, line 4, above.

42. Respondent provided documentation showing that the homeowner of 4613 Cascade Lane, Edina, Minnesota 55436 received an EPA-approved lead hazard information pamphlet on August 14, 2020, more than 60 days before the renovation on April 12, 2021, identified in paragraph 35, line 3, above.

43. Respondent provided documentation showing that the Respondent signed under the Renovator's Self-Certification Option (for tenant-occupied dwellings only) that they made a good faith effort to deliver the lead hazard information pamphlet to the homeowner of the Salem Property, who declined to receive the EPA-approved lead hazard information pamphlet on August 7, 2022, more than 60 days before the renovation on September 15-16, 2022, identified in paragraph 35, line 2, above.



44. Respondent provided records of lead paint testing for each of the renovation projects described in paragraph 31 indicating each property tested positive for lead paint.

45. Respondent provided renovation recordkeeping checklists indicating Pavel Bodnar was the certified renovator assigned to the Salem Property and the renovation identified in paragraph 31, line 4.

46. Respondent provided renovation recordkeeping checklists indicating Pavel Pilich was the certified renovator assigned to the renovations identified in paragraph 31, lines 1 and 3.

47. The results of the post-renovation cleaning verification were not included in the checklists described in paragraph 46 and 47.

48. Stan Bodnar, the owner of Intelligent Design Corp., signed the recordkeeping checklists described in paragraph 46 and 47.

**Counts 1 - 2 – Failure to provide the owner with the required educational materials no more than 60 days before beginning renovation activities**

49. Complainant incorporates paragraphs 1 through 48 of this CAFO as if set forth in this paragraph.

50. 40 C.F.R. § 745.84(a)(1) requires the firm performing the renovation to “provide the owner of the unit” with the EPA pamphlet titled *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* (the pamphlet) no more than 60 days before beginning renovation activities.

51. For the renovations referenced in paragraph 35, lines 3 and 4, Respondent did not provide the owner of the unit with the pamphlet no more than 60 days before beginning renovation activities.

52. Respondent's failure to provide the owners of the units with the pamphlet more than 60 days before beginning renovation activities violated 40 C.F.R. § 745.84(a)(1) and 15 U.S.C. § 2689.

**Count 3 – Failure to obtain written acknowledgement from the owner that the owner has received the required educational materials**

53. Complainant incorporates paragraphs 1 through 48 of this CAFO as if set forth in this paragraph.

54. 40 C.F.R. § 745.84(a)(1) requires the firm performing the renovation to either obtain, from the owner, (i) a written acknowledgement that the owner has received the pamphlet, or (ii) obtain a certificate of mailing at least 7 days prior to the renovation.

55. Respondent did not obtain a written acknowledgement that the owner of the unit has received the EPA-approved lead hazard information pamphlet or a certificate of mailing of the pamphlet at least 7 days prior to the renovation of the Salem property referenced in paragraph 35, line 2.

56. Respondent's failure to obtain a written acknowledgement that the owner of the unit has received the EPA-approved lead hazard information pamphlet or a certificate of mailing of the pamphlet at least 7 days prior to the renovation for the renovation of the Salem property referenced in paragraph 35, line 2, violated 40 C.F.R. § 745.84(a)(1)(i)-(ii) and 15 U.S.C. § 2689.

**Count 4 – Failure to Close all Windows within 20 feet of the Renovation**

57. Complainant incorporates paragraphs 1 through 48 of this CAFO as if set forth in this paragraph.

58. 40 C.F.R. § 745.85(a)(2)(ii)(A) requires the firm performing the renovation, before beginning the renovation, to close all doors and windows within 20 feet of the renovation.

59. At the Salem Property, Respondent allegedly failed to close all windows within 20 feet of the renovation.

60. At the Salem Property, Respondent's alleged failure to close all windows within 20 feet of the renovation violated 40 C.F.R. § 745.85(a)(2)(ii)(A) and 15 U.S.C. § 2689.

**Count 5 – Failure to Cover the Ground to Collect Falling Paint Debris**

61. Complainant incorporates paragraphs 1 through 48 of this CAFO as if set forth in this paragraph.

62. 40 C.F.R. § 745.85(a)(2)(ii)(C) requires the firm performing the renovation to cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater.

63. At the Salem Property, Respondent allegedly failed to cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater.

64. At the Salem Property, Respondent's alleged failure to cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater, violated 40 C.F.R. § 745.85(a)(2)(ii)(C) and 15 U.S.C. § 2689.

**Count 6 – Failure to take Precautions to Contain Work Area**

65. Complainant incorporates paragraphs 1 through 48 of this CAFO as if set forth in this paragraph.

66. 40 C.F.R. § 745.85(a)(2)(ii)(D) requires the firm performing the renovations that will affect surfaces within 10 feet of the property line to “erect vertical containment or extra precautions in containing the work area to ensure that dust and debris from the renovation does not contaminate adjacent buildings or migrate to adjacent properties.”

67. At the Salem Property, Respondent allegedly failed to take extra 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.

68. Respondent’s alleged failure to take extra 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 violated 40 C.F.R. § 745.85(a)(2)(ii)(D) and 15 U.S.C. § 2689.

#### **Count 7 – Failure to Contain Waste**

69. Complainant incorporates paragraphs 1 through 48 of this CAFO as if set forth in this paragraph.

70. 40 C.F.R. § 745.85(a)(4)(i) requires the firm performing the renovation to contain waste to “prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.”

71. At the Salem Property, Respondent allegedly failed to contain waste from renovation activities to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.

72. Respondent’s alleged failure to contain waste from renovation activities at the Salem Property to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal violated 40 C.F.R. § 745.85(a)(4)(i) and 15 U.S.C. § 2689.

**Counts 8-11 – Failure to maintain records that the certified renovator performed the post-renovation cleaning verification**

73. Complainant incorporates paragraphs 1 through 48 of this CAFO as if set forth in this paragraph.

74. 40 C.F.R. § 745.86(b)(6) requires the firm performing the renovation to maintain documentation that “the certified renovator performed the post-renovation cleaning verification described in” 40 C.F.R. § 745.85(b).

75. Respondent did not maintain records that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b) for each of the renovations described in paragraph 35.

76. For each of the renovations described in paragraph 35, Respondent’s failure to maintain records that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b) violated 40 C.F.R. § 745.86(b)(6) and 15 U.S.C. § 2689.

**Counts 12-15 – Failure to ensure the certified renovator discharges all required responsibilities**

77. Complainant incorporates paragraphs 1 through 48 of this CAFO as if set forth in this paragraph.

78. 40 C.F.R. § 745.86(b)(6) requires the firm performing the renovation to maintain documentation of “a certification by the certified renovator assigned to the project” that they completed all the requirements included in 40 C.F.R. § 745.86(b)(6)(i)-(viii).

79. Respondent did not maintain documentation of “a certification by the certified renovator assigned to the project” that they completed all the requirements included in 40 C.F.R. § 745.86(b)(6)(i)-(viii) for each of the renovations described in paragraph 35.

80. For each renovation project described in paragraph 35, Respondent's failure to maintain documentation of "a certification by the certified renovator assigned to the project" that they completed all the requirements included in 40 C.F.R. § 745.86(b)(6)(i)-(viii) violated of 40 C.F.R. § 745.86(b)(6) and 15 U.S.C. § 2689.

### **Civil Penalty**

81. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$95,000. In determining the penalty amount, Complainant considered the nature, circumstances, extent and gravity of the violations alleged and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require.

82. Respondent agrees to pay a civil penalty in the amount of \$95,000 ("Assessed Penalty") within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk ("Filing Date"). EPA conducted an analysis of Respondent's financial information and determined Respondent has a limited ability to pay. Consequently, in accordance with applicable law, EPA determined that the Assessed Penalty is an appropriate amount to settle this action.

83. 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>.

84. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Agreement, TSCA-05-2024-0009,
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 5  
[r5hearingclerk@epa.gov](mailto:r5hearingclerk@epa.gov)

Craig Meredith (ECP-17J)  
Pesticides and Toxics Compliance Section  
U.S. EPA, Region 5  
[meredith.craig@epa.gov](mailto:meredith.craig@epa.gov)  
and  
[R5lecab@epa.gov](mailto:R5lecab@epa.gov)

Robin L. Jacobs (C-14J)  
Office of Regional Counsel  
U.S. EPA, Region 5  
[jacobs.robin@epa.gov](mailto:jacobs.robin@epa.gov)

U.S. Environmental Protection  
Agency Cincinnati Finance Center  
[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.

85. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, 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 Filing Date. 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 large corporate underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, and other charges, that remain delinquent more than ninety (90) days.

86. Late Penalty Actions. In addition to the amounts described in the prior



Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions may include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 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 government to, or held by the United States government for, a person to satisfy the debt the person owes the United States 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.
- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
- d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

87. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law

or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to Milton Wise at EPA's Cincinnati Finance Center at [wise.milton@epa.gov](mailto:wise.milton@epa.gov), within 30 days after the effective date of this CAFO, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

88. This civil penalty is not deductible for federal tax purposes.

## General Provisions

89. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: jacobs.robin@epa.gov (for Complainant), and justice@greensteinsellers.com (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.

90. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

91. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

92. This CAFO does not affect Respondent's responsibility to comply with TSCA, 15 U.S.C. § 2601 *et seq.*, its implementing regulations, and other applicable federal, state, and local laws.

93. Respondent certifies that it is complying with the residential property renovation regulations at 40 C.F.R. Part 745, Subpart E.

94. This CAFO constitutes a "prior such violation" as that term is used in EPA's Interim Final Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule to determine Respondent's "history of prior such violations" under Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B).

95. The terms of this CAFO bind Respondent, and its successors and assigns.

96. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

97. Each party agrees to bear its own costs and attorneys' fees in this action.

98. This CAFO constitutes the entire agreement between the parties.

**Consent Agreement and Final Order  
In the Matter of: Intelligent Design Corp.  
Docket No. TSCA-05-2024-0009:**

Inna Bodnar

Inna Bodnar  
Registered Agent  
Intelligent Design Corp.

05/22/2024

Date

**Consent Agreement and Final Order  
In the Matter of: Intelligent Design Corp.  
Docket No. TSCA-05-2024-0009:**

**United States Environmental Protection Agency, Complainant**

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Michael D. Harris  
Division Director  
Enforcement and Compliance Assurance Division

**Consent Agreement and Final Order  
In the Matter of: Intelligent Design Corp.  
Docket No. TSCA-05-2024-0009:**

**Final Order**

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

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Ann L. Coyle  
Regional Judicial Officer  
United States Environmental Protection Agency  
Region 5