

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1 – NEW ENGLAND

8/28/23

In the Matter of:	)	
	)	EPA Docket No.
Stavro Fine Finishes, LLC, dba	)	
Fresh Coats Painting	)	TSCA-01-2023-0038
51 Edwin Road	)	
South Windsor, CT 06074	)	<b>CONSENT AGREEMENT</b>
	)	<b>AND</b>
Respondent.	)	<b>FINAL ORDER</b>
	)	
<i>Proceeding under Section 16(a) of the</i>	)	
<i>Toxic Substances Control Act,</i>	)	
<i>42 U.S.C. § 2615(a).</i>	)	

Received by  
EPA Region 1  
Hearing Clerk

**CONSENT AGREEMENT AND FINAL ORDER**

The U.S. Environmental Protection Agency (“EPA”), Region 1 (“Complainant”) alleges that Stavro Fine Finishes, LLC, dba Fresh Coats Painting (“Respondent”) violated Section 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2689, and federal regulations promulgated under TSCA set forth at 40 C.F.R. Part 745, Subpart E, as amended (the “Renovation, Repair and Painting Rule” or “RRP Rule”).

This Consent Agreement and Final Order (“CAFO”) simultaneously commences and concludes the cause of action described herein, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), at 40 C.F.R. Part 22. Complainant and Respondent (collectively, the “Parties”) agree that settlement of this matter is in the public interest and that entry of this CAFO without litigation is the most appropriate means of resolving this matter.

## **I. STATUTORY AND REGULATORY AUTHORITY**

1. In 1992, Congress passed the Residential Lead-Based Paint Hazard Reduction Act (the “Act”) in response to findings that “pre-1980 American housing stock contains more than 3,000,000 tons of lead in the form of lead-based paint” and that dust from this lead paint creates significant health problems for children. 45 U.S.C. § 4851. The Act added a new section to TSCA entitled *Subchapter IV – Lead Exposure Reduction* (TSCA Sections 401-412, 15 U.S.C. §§ 2681-2692) to, among other purposes, ensure that “the existence of lead-based paint hazards is taken into account in... [the] renovation of homes and apartments.” 45 U.S.C. § 4851a (4).

2. In 1998, EPA promulgated regulations to implement Section 406(b) of TSCA (*Lead Hazard Information Pamphlet – Renovation of Target Housing*), 15 U.S.C. § 2686(b), and those regulations are set forth at 40 C.F.R. Part 745, Subpart E (commonly referred to as the “Pre-Renovation Education Rule” or “PRE Rule”).

3. In 2008, EPA promulgated regulations to implement Section 402(c)(3) of TSCA [*Lead-Based Paint Activities Training and Certification – Renovation and Remodeling – Certification Determination*], 15 U.S.C. § 2682(c)(3), by amending both the PRE Rule at 40 C.F.R. Part 745, Subpart E, as well as the LBP Activities Rule at 40 C.F.R. Part 745, Subpart L, now commonly referred to as the “RRP Rule.” *See* 40 C.F.R. §§ 745.100, 745.103, 745.107(a)(1), (a)(2), (a)(4), and 745.113(b)(1)-(6). As further described below, the RRP Rule sets forth procedures and requirements for, among other things, renovator and renovator firm certifications, records retention, and work practices for renovation, repair, and painting activities in “target housing” and child-occupied facilities, and the establishment and retention of records to document compliance.

4. “Target housing” is “any housing constructed prior to 1978, except housing for the elderly or persons with disabilities or any 0-bedroom dwelling (unless any child who is less than 6 years of age resides or is expected to reside in such housing).” 15 U.S.C. § 2681(17).

5. A “renovator” is “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.” 40 C.F.R. § 745.83.

6. A “firm” is “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.” 40 C.F.R. § 745.83.

7. “Renovation” is “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, ceilings, 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. A renovation performed for the purpose of converting a building, or part of a building, into target housing or a child-occupied facility is a renovation under this subpart. The term renovation does not include minor repair and maintenance activities.” 40 C.F.R. § 745.83.

8. “Minor repair and maintenance activities” means “activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, that disrupt 6 square feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the work practices prohibited or restricted by § 745.85(a)(3) are used and where the work does not involve window replacement or demolition of painted surface areas. When removing painted components, or portions of painted components, the entire surface area removed is the amount of painted surface disturbed. Jobs, other than emergency renovations, performed in the same room within the same 30 days must be considered the same job for the purpose of determining whether the job is a minor repair and maintenance activity.” 40 C.F.R. § 745.83.

9. Except in specific circumstances not relevant to Respondent or the violations alleged in this CAFO, firms renovating target housing for compensation must, among other requirements:

- i. Obtain EPA certification, pursuant to the procedures outlined in 40 C.F.R. § 745.89, before “perform[ing], offer[ing], or claim[ing] to perform renovations,” and obtain recertification every five years;
- ii. Provide the owner of the unit being renovated with a lead paint informational pamphlet;
- iii. Obtain from the owner a written acknowledgment that the owner has received the pamphlet or obtain a certificate of mailing at least seven days prior to the renovation;
- iv. Assign a certified renovator to each renovation of target housing; and

- v. Retain records demonstrating compliance with the requirements of the RRP Rule for a period of three years following completion of the renovation.

*See* 40 C.F.R. §§ 745.81(a)(2), 745.89(a) and (b), 745.84(a)(1), 745(d)(2) and 745.86(a).

10. It is unlawful for any person to fail to comply with these or any other rules issued under Subchapter IV of TSCA. 15 U.S.C § 2689. *See also* 40 C.F.R. §§ 745.87(a), (b).

11. TSCA Section 16(a) authorizes the assessment of a civil penalty of up to \$37,500 for each violation of Section 409 of TSCA. *See also* 40 C.F.R. § 745.87(d). This amount was amended by the Debt Collection Improvement Act of 1996, the Federal Civil Penalties Inflation Adjustment Act of 1990 (“FCPIAA”), as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 and the FCPIAA’s implementing regulations, promulgated and updated by EPA at 40 C.F.R. Part 19 (most recently at 87 Fed. Reg. 1676, 1679 (Jan. 12, 2022)), which together authorize the assessment of civil administrative penalties of up to \$46,989 for violations that occur after November 2, 2015, for which a penalty is assessed on or after January 6, 2023.

## **II. GENERAL ALLEGATIONS**

12. Respondent is a limited liability company registered with the State of Connecticut in or around 2016, with its principal office located at 51 Edwin Road, South Windsor, Connecticut. Respondent performs residential property renovation services throughout Connecticut.

13. Thus, Respondent is a “firm,” as defined by 40 C.F.R. § 745.83, and a “person” as defined by the same.

14. At all times relevant to the violations alleged in this CAFO, Respondent

performed renovation activities from calendar years 2020 through 2022 that constituted “renovations” within the meaning of 40 C.F.R. § 745.83.

15. Respondent performed “renovations for compensation” within the meaning of 40 C.F.R. § 745.83.

16. In 2011, Respondent obtained RRP Rule firm certification from EPA. This certification expired in 2016.

17. On December 28, 2021, EPA sent Respondent an information request letter (“IRL”) in order to obtain information relating to Respondent’s compliance with the RRP Rule. Respondent did not respond.

18. EPA performed an inspection of Respondent’s records on August 25, 2022.

19. EPA has determined, based on the inspection and other information received by EPA, that Respondent performed nine renovations in target housing between August 2020 and August 2022. Respondent performed the renovations at the addresses listed below without having obtained firm certification:

- i. A property located at 94 Cynthia Drive, D2, Middletown, CT, built in 1977, at which Respondent was hired to patch and texture ceilings as needed; patch walls and caulk as needed; paint two coats on walls, ceilings, trim, doors, and garage ceiling, and; power wash and stain the deck.
- ii. A property located at 5 Farmington Chase Crescent, Farmington, CT, built in 1974, at which Respondent was hired to prime and paint the kitchen cabinets, prime and retexture ceilings as needed, and paint two coats on all walls, trim, doors, and ceilings.

- iii. A property located at 12a Greenbrier Drive, Farmington, CT, built in 1973, at which Respondent was hired to spackle nail holes and caulk as needed, and; paint two coats on walls, ceiling trim, and doors in the hallways, closets, stairwell, kitchen, and living and dining areas.
- iv. A property located at 85 River Road, Unit B1, Essex, CT, built in 1967, at which Respondent was hired to paint two coats on walls, ceiling trim, and doors.
- v. A property located at 1G Brookwood Drive, Rocky Hill, CT, built in 1973, at which Respondent was hired to complete a ceiling repair and paint the bedroom ceiling, trims and doors, walls, and kitchen cabinets.
- vi. A property located at 110 Churchill Drive, Newington, CT, built in 1974, at which Respondent was hired to perform a painting job that included priming the first-floor ceilings, caulking and filling in holes, and painting two coats on the walls, ceiling trim, and doors on the first and second floors.
- vii. A property located at 24 Meryl Court, Groton, CT, built in 1975, at which Respondent was hired to remove, prime, and skim coat over paper; caulk, putty trim, and spackle nail holes and prime as needed; retexture laundry area ceiling, and; paint two coats on ceilings, trim, doors, and walls, and the front door exterior.
- viii. A property located at 92 A2 Cynthia Lane, Middletown, CT, built in 1977, at which Respondent was hired to repair cracks and nail pops as needed; caulk and oil prime trim and doors, and; paint two topcoats on walls, ceilings, trim and doors in the living room, kitchen, bathroom, closets, and bedrooms.

- ix. A property located at 85C Brookwood, Rocky Hill, CT, built in 1973, at which Respondent was hired to spackle walls and caulk trim as needed; caulk the ceiling, and; paint two coats on walls, trim, doors, and closets.
20. The renovations described in paragraph 19 above, did not constitute minor repair or maintenance activities or emergency repairs. *See* 40 C.F.R. 745.82(b).
21. The residences listed in paragraph 19 above, were built before 1978, and thus, qualify as “target housing.” 15 U.S.C. § 2681(17), 40 C.F.R. § 745.103. The residences do not satisfy the requirements for an exemption from the definition of target housing. *See id.*, 40 C.F.R. § 745.82.

### III. VIOLATIONS

22. EPA has identified the following violations of TSCA and the RRP Rule based on information obtained during EPA’s inspection and other information received by EPA.
23. Each of the four violations alleged below is a violation for which penalties may be assessed pursuant to 15 U.S.C. § 2615.

#### **COUNT ONE: FAILURE TO OBTAIN FIRM RECERTIFICATION BEFORE PERFORMING RENOVATIONS**

24. Paragraphs 1 through 23 above, are incorporated by reference as if fully set forth herein.
25. Pursuant to 40 C.F.R. § 745.81(a)(2), on and after April 22, 2010, no firm may perform, offer, or claim to perform renovations in target housing or child-occupied facilities without certification from EPA under 40 C.F.R. § 745.89, unless the renovation is exempt under C.F.R. § 745.82. Pursuant to 40 C.F.R. § 745.89(a)(1), firms performing renovations for compensation must apply to EPA for certification to perform renovations. Pursuant to 40 C.F.R.



§ 745.89(b), in order to maintain its certification, a firm must be recertified every five years. Pursuant 40 C.F.R. § 745.89(b)(1)(iii), if a firm fails to obtain recertification before the firm's certification expires, the firm must not perform renovations or dust sampling until it receives a new certification from EPA.

26. Respondent's firm certification expired in 2016. Respondent contracted with the owners of the residences listed in paragraph 19 to perform painting and renovation jobs. Respondent then performed those jobs. Respondent had not obtained recertification at the time it performed the renovations described in paragraph 19 above.

27. Thus, Respondent failed to obtain recertification from EPA before it performed renovations or dust sampling, in violation of 40 C.F.R. § 745.89(b)(1)(iii).

**COUNT TWO: FAILURE TO OBTAIN WRITTEN ACKNOWLEDGMENT THAT OWNER RECEIVED PAMPHLET**

28. Paragraphs 1 through 27 above are incorporated by reference as if fully set forth herein.

29. Pursuant to 40 C.F.R. § 745.84(a), a firm performing a renovation must, no more than 60 days before beginning renovation activities in target housing, provide the owner of the unit with the *Renovate Right* or EPA-approved pamphlet and obtain a written acknowledgment that the owner has received the pamphlet, or obtain a certificate of mailing at least seven days prior to the renovation.

30. Respondent completed renovation activities at target housing at the properties listed in paragraph 19 above.

31. Respondent neither obtained the RRP Rule pamphlet acknowledgement from the owners of any of these properties nor obtained a certificate of mailing at least seven days prior to

the renovations.

32. Thus, on each of these nine occasions, Respondent failed to obtain a written acknowledgment that the owner received the pamphlet or a certificate of mailing at least seven days prior to the renovation, in violation of 40 C.F.R. § 745.84(a)(1)(i) or (ii).

**COUNT THREE: FAILURE TO ENSURE CERTIFIED RENOVATORS PERFORM RENOVATIONS**

33. Paragraphs 1 through 32 above are incorporated by reference as if fully set forth herein.

34. Pursuant to 40 C.F.R. § 745.81(a)(3), on or after April 22, 2010, all renovations must be directed by renovators certified in accordance with § 745.90(a) and performed by certified renovators or individuals trained in accordance with § 745.90(b)(2) in target housing or child-occupied facilities, unless the renovation qualifies for one of the exceptions identified in § 745.82(a) or (c). Pursuant to 40 C.F.R. § 745.89(d)(1), firms performing renovations have the responsibility to ensure that all individuals performing renovations on behalf of a firm are certified renovators in accordance with 40 C.F.R. § 745.90. Pursuant to 40 C.F.R. § 745.89(d)(2), firms performing renovations must ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

35. Respondent did not ensure that a certified renovator was performing renovations on behalf of the firm and did not assign a certified renovator to the renovations at any of the properties listed in paragraph 19.

36. Thus, on nine occasions, Respondent failed to ensure that renovations performed by the firm were performed by a certified renovator and failed to assign a certified renovator, in

violation of 40 C.F.R. §§ 745.89(d)(1) and (d)(2).

**COUNT FOUR: FAILURE TO KEEP NECESSARY RECORDS**

37. Paragraphs 1 through 36 above are incorporated by reference as if fully set forth herein.

38. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations on target housing must retain records necessary to demonstrate compliance with the RRP Rule for a period of three years following the completion of the renovations. The requirements of the required records are listed in 40 C.F.R. § 745.86(b).

39. The inspection of Respondent's office records revealed that Respondent did not create and retain copies of the required records for its renovation activities performed at target housing.

40. Thus, on nine occasions, Respondent failed to retain records for three years for renovations performed at target housing, in violation of 40 C.F.R. § 745.86(a).

**IV. TERMS OF SETTLEMENT**

41. Without admitting or denying the factual allegations in Section III of this CAFO, Respondent consents to the terms and issuance of this CAFO and agrees to the payment of the civil penalty set forth herein.

42. Respondent certifies that it is currently operating and will continue to operate in compliance with Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682 and 2686, and federal regulations promulgated under TSCA, including 40 C.F.R. Part 745, Subpart E. Specifically, Respondent shall:

- i. Obtain recertification before the firm's certification expires and shall not

- perform renovations or dust sampling without having obtained such recertification, in compliance with 40 C.F.R. § 745.89(b)(1)(iii);
- ii. Obtain from the owner of the renovated property a written acknowledgment that the owner has received the Renovate Right pamphlet or obtain a certificate of mailing seven days prior to the renovation, in compliance with 40 C.F.R. § 745.84(a)(1)(i) and (ii);
  - iii. Ensure that all individuals performing renovation activities on behalf of the firm are certified renovators in accordance with 40 C.F.R. § 745.90 and that a certified renovator is assigned to each renovation, in compliance with 40 C.F.R. § 745.89(d)(1) and (2).
  - iv. Retain all records necessary to demonstrate compliance with the RRP Rule for renovations performed on target housing for a period of three years following the renovations, in compliance with 40 C.F.R. § 745.86(a).

43. Respondent consents to the issuance of this CAFO and consents to the payment of a civil penalty of \$18,454, which shall be due in six (6) installments over six months. EPA has determined that the payment of the penalty over a six-month period is in the best interest of the United States. The payments shall be made as follows:

- i. The first payment shall be in the amount of \$3,104 and shall be made within thirty (30) days of the effective date of this CAFO.
- ii. The second payment shall be made within sixty (60) days of the effective date of this CAFO in the amount of \$3,141.63 (consisting of \$3,070 in principal plus \$71.63 in interest).

- iii. The third payment shall be made within ninety (90) days of the effective date of this CAFO in the amount of \$3,141.63 (consisting of \$3,070 in principal plus \$71.63 in interest).
- iv. The fourth payment shall be made within one hundred and twenty (120) days of the effective date of this CAFO in the amount of \$3,141.63 (consisting of \$3,070 in principal plus \$71.63 in interest).
- v. The fifth payment shall be made within one hundred and fifty (150) days of the effective date of this CAFO in the amount of \$3,141.63 (consisting of \$3,070 in principal plus \$71.63 in interest).
- vi. The sixth payment shall be made within one hundred and eighty (180) days of the effective date of this CAFO in the amount of \$3,141.63 (consisting of \$3,070 in principal plus \$71.63 in interest).

44. In the event of Respondent's failure to make any payment of the civil penalty when due, the EPA may, without notice or demand, declare the entire unpaid balance due and any accrued interest and stipulated penalties then unpaid immediately due and payable.

45. If, at any time, Respondent chooses to pay the remaining balance of the penalty due under the installment payments set forth in Paragraph 48, in advance of the due date, Respondent should contact Jessica Chalifoux in the EPA Finance Office at [chalifoux.Jessica@epa.gov](mailto:chalifoux.Jessica@epa.gov) to discuss the pre-payment penalty process and pay the amount due. Respondent would not be penalized financially if it chooses to pay early the balance of the penalty due. Respondent should carbon copy EPA counsel Megan Edwards at [edwards.megan@epa.gov](mailto:edwards.megan@epa.gov) on any such request.

46. Respondent certifies, under penalty of law, that it cannot pay the penalty within 30 days of the effective date without experiencing an undue financial hardship. Respondent certifies that this statement is true, accurate, and complete based upon personal knowledge or personal inquiry of the person or persons directly responsible for gathering financial information, and that Respondent is aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

47. Each payment shall be made by remitting a check or making an electronic payment, as described below. If Respondent elects to use wire transfers, the transfers shall be sent through the Federal Reserve Bank of New York using the following information:

ABA: 021030004  
Account Number: 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York, NY 10045  
Beneficiary: US Environmental Protection Agency

If Respondent elects to use regular mail, for each payment, a cashier's or certified check payable to the order of the "Treasurer, United States of America," and referencing the case name and docket number ("In the Matter of Stavro Fine Finishes dba Fresh Coats Painting, Docket No. TSCA-01-2023-0038") shall be sent to the following address:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979078  
St. Louis, MO 63197-9000

If Respondent sends the checks via express mail, the following address shall be used:

U.S. Bank

1005 Convention Plaza  
Mail Station SL-MO-C2GL  
St. Louis, MO 63101  
Contact: Natalie Pearson  
314-418-4087

Within 24 hours of any penalty payment, send proof of payment (for example, a copy of the check or notification of wire transfer) by email to:

Wanda Santiago, Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 1  
[rl\\_hearing\\_clerk\\_filings@epa.gov](mailto:rl_hearing_clerk_filings@epa.gov)

and

Megan Edwards, Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1  
[edwards.megan@epa.gov](mailto:edwards.megan@epa.gov)

48. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In the event that Respondent does not fully pay the civil penalty required by this CAFO when due, the unpaid penalty shall be payable with accrued interest from the original due date to the date of payment, with the interest calculated at the rate established in accordance with 31 C.F.R. § 901.9(b)(2). A charge will be assessed to cover the costs of debt collection, including processing and handling costs and attorneys' fees. In addition, a penalty charge of six percent per year, compounded annually, will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due, with the charge accruing from the date of delinquency in accordance with 31 C.F.R. § 901.9(d). In any such collection action, the validity, amount and appropriateness of the penalty shall not be subject to review.

49. All payments made pursuant to this Section are penalties within the meaning of

Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), and 26 C.F.R. § 1.162-21, and Respondent shall not use these payments in any way as, or in furtherance of, a tax deduction under federal law.

50. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 162-21(b)(2), the provisions in Paragraph 42 above, are required to come into compliance with the law.

51. Respondent admits that Complainant has jurisdiction over the subject matter alleged in this CAFO and that this CAFO states claims upon which relief may be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue.

52. Respondent waives its right to a judicial or administrative hearing on any issue of law or fact set forth in this CAFO and waives its right to appeal the Final Order.

53. The provisions of this CAFO shall be binding on Respondent and Respondent's successors and assigns.

54. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to TSCA for the violations alleged in Section III of this CAFO. Compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations. This CAFO in no way relieves Respondent or its employees of any criminal liability. Nothing in this CAFO shall be construed to limit the authority of the United States to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public.

55. This CAFO shall not relieve Respondent of its obligation to comply with all



applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.

56. Each undersigned representative of the parties to this CAFO certifies that he fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

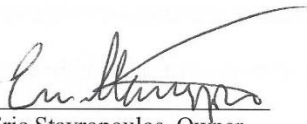
57. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter, including financial information, was at the time of submission true, accurate and complete for each such submission, response, and statement. Respondent acknowledges that there are significant 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.

58. The parties agree that Respondent and EPA may execute this CAFO by electronic signature. EPA and Respondent acknowledge that electronic signatures carry the legal effect, validity, or enforceability of handwritten signatures. Therefore, the Parties shall not deny the legal effect, validity, or enforceability of records containing electronic signatures that they transmit and receive on the ground that such records, including the signature(s), are in electronic form. EPA has provided Respondent with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing order, dated June 19, 2020. Electronic signatures shall comply with, and be maintained in accordance with, that Order. Respondent further consents to accept electronic service of the full executed CAFO, by electronic mail, to the following address: [erics@freshcoatpainters.com](mailto:erics@freshcoatpainters.com). Respondent understands that this e-mail address may be made

public when the CAFO and Certificate of Service are filed and uploaded to a searchable database.

59. Each Party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondent specifically waives any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

60. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of the Parties and approval of the Regional Judicial Officer.



Eric Stavropoulos, Owner  
Stavro Fine Finishes dba Fresh Coats Painting

Date: 8/15/2023

For Complainant:

*Dated via electronic signature*

\_\_\_\_\_  
James Chow, Acting Director  
Enforcement and Compliance Assurance Division  
U.S. EPA, Region 1

**FINAL ORDER**

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of the Consolidated Rules of Practice, the foregoing Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. Respondent Stavro Fine Finishes dba Fresh Coats Painting is ordered to pay the civil penalty amount specified in the Consent Agreement in the manner indicated therein.

The terms of the Consent Agreement shall become effective on the date that the CAFO is filed, either in person or electronically via email, with the Regional Hearing Clerk.

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LeAnn W. Jensen, Regional Judicial Officer  
U.S. EPA, Region 1

*Dated via electronic signature*

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