

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:)	Docket No. TSCA-05-2025-0008
)	
Ronnie R. Rogers, in his individual capacity)	
Elkhart, Indiana,)	
)	
Ronnie R. Rogers Properties, LLC)	Proceeding to Assess a Civil
Edwardsburg, Michigan)	Penalty Under Section 16(a) of the
)	Toxic Substances Control Act,
Respondents.)	15 U.S.C. § 2615(a)
)	

Consent Agreement and Final OrderPreliminary 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, United States Environmental Protection Agency (EPA), Region 5.

3. Respondents are Ronnie R. Rogers, a property owner renting housing in Indiana, and Ronnie R. Rogers Properties, LLC, a limited liability company with a place of business located in Edwardsburg, Michigan.

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. Respondents consent 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. Respondents admit the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondents waive their right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and its right to appeal this CAFO. Respondents waive any rights or defenses that Respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

Statutory and Regulatory Background

9. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Lead Act), 42 U.S.C. § 4852d, requires the Administrator of EPA to promulgate regulations for the disclosure of lead-based paint hazards in target housing that is offered for sale or lease.

10. On March 6, 1996, EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule) pursuant to 42 U.S.C. § 4852d.

11. 40 C.F.R. § 745.103 defines target housing as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

12. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations.

13. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease,

rent or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations.

14. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or the lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and, the signatures and dates of signature of the lessor, and lessee certifying the accuracy of their statements.

15. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failure to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

16. Under 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19, the Administrator of EPA may assess a civil administrative penalty of \$21,699 violation of 42 U.S.C. § 4852d and Section 409 of TSCA, 15 U.S.C. § 2689, that occurred after November 2, 2015, where penalties are assessed on or after December 27, 2023.

Factual Allegations and Alleged Violations

17. Between October 1, 2018, and October 28, 2022, Respondents owned residential single and multi-family dwellings in Indiana and Michigan.

18. Respondents' properties are "target housing" as defined in 40 C.F.R. § 745.103.

19. On the following dates, Respondent Ronnie R. Rogers, individually, directly entered into the following 8 lease agreements with individuals for the lease of Respondent's properties:

Address	Date of Lease
313 S. 7th Street, Apt. A, Goshen, Indiana 46528	December 17, 2021
313 S. 7th Street, Apt. B, Goshen, Indiana 46528	January 22, 2022
311 S. 7th Street, Apt. A, Goshen, Indiana 46528	September 27, 2019
311 S. 7th Street, Apt. B, Goshen, Indiana 46528	April 5, 2019
311 S. 7th Street, Apt. B, Goshen, Indiana 46528	October 23, 2021
29061 Lark Street, Elkhart, Indiana 46514	August 3, 2019
28778 Lark Street, Elkhart, Indiana 46514	January 10, 2020
26082 Rogers Road, Elkhart, Indiana 46514	August 28, 2019

20. On the following dates, Respondent Ronnie R. Rogers, LLC, directly entered into the following 7 lease agreements with individuals for the lease of Respondent's properties:

Address	Date of Lease
67320 Cassopolis Road, Unit 2, Cassopolis, Michigan 49031	October 1, 2018
59733 Decatur Road, Cassopolis, Michigan 49031	March 28, 2020
59733 Decatur Road, Cassopolis, Michigan 49031	July 11, 2020
511 N. 6th Street, Niles, Michigan 49120	January 20, 2022
511 N. 6th Street, Niles, Michigan 49120	December 12, 2019
23331 Cardevaant Drive, Edwardsburg, Michigan 49112	August 29, 2019
23331 Cardevaant Drive, Edwardsburg, Michigan 49112	December 23, 2020

21. Each of the 15 contracts referred to in paragraphs 19 and 20, above, covered a term of occupancy greater than 100 days.

22. Each Respondent is a "lessor," as defined in 40 C.F.R. § 745.103, because he offered the target housing referred to in Paragraph 19, above, for lease.

23. Each individual who signed a lease to pay rent in exchange for occupancy of the target housing referred to in Paragraphs 19 and 20, above, became a "lessee" as defined in 40 C.F.R. § 745.103.

Counts 1-15 Failure to Provide Required Pamphlet

24. Complainant incorporates paragraphs 1 through 23 of this CAFO as if set forth in this paragraph.

25. Respondents failed to provide the lessee the EPA-approved lead hazard information pamphlet for the leases of Respondents' properties at the 15 addresses listed in Paragraphs 19 and 20,

above.

26. Respondents' failure to provide the lessor with the EPA-approved lead hazard information pamphlet for 15 leases listed in Paragraphs 19 and 20, above, constitutes 15 violations of 40 C.F.R. § 745.107(a)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 16-30 Failure to Include a Lead Warning Statement

27. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.

28. Respondents failed to include a lead warning statement, either within the contract or as an attachment to the contract for the lease of Respondents' properties at the 15 addresses listed in Paragraphs 19 and 20, above.

29. Respondents' failure to include a lead warning statement, either within the contract or as an attachment to the contract for 15 leases listed in Paragraphs 19 and 20, above, constitutes 15 violations of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 31-45 Failure to Include Risk Disclosure Statement

30. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.

31. Respondents failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Respondents' properties at the 15 addresses listed in Paragraphs 19 and 20, above.

32. Respondents' failure to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the 15 leases listed in Paragraphs 19 and 20, above, constitutes 15 violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C.

§ 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 46-60 Failure to Include Lead Records or Reports

33. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.

34. Respondents failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Respondents' properties at the 15 addresses listed in Paragraphs 19 and 20, above.

35. Respondents failure to include a list of any records available to the lessors regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessees or a statement that no such records are available, either within the contract or as an attachment to the contract for 15 leases listed in Paragraphs 19 and 20, above, constitutes 15 violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 61-75 Failure to Include an Affirmation of Receipt of Information Required by 40

C.F.R. § 745.113(b)(2) and (3)

36. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.

37. Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2686, either within the contract or as an attachment to the contract for the lease of Respondents' properties at the 15 addresses listed in Paragraphs 19 and 20, above.

38. Respondents' failure to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet,

either within the contract or as an attachment to the contract for the 15 leases listed in Paragraphs 19 and 20, above, constitutes 15 violations of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 76-90 Failure to Include Certification of Accuracy of Statements

39. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.

40. Respondents failed to include the signatures of the lessor and the lessees certifying to the accuracy of their statements and the dates of such signatures, either within the contract or as an attachment to the contract for the lease of Respondents' properties at the 15 addresses listed in Paragraphs 19 and 20, above.

41. Respondents' failure to include the signatures of the lessor and the lessees certifying to the accuracy of their statements and the dates of such signatures, either within the contract or as an attachment to the contract for the 15 leases listed in Paragraphs 19 and 20, above, constitute 15 violations of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Civil Penalty

42. 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 \$10,000. In determining the penalty amount, Complainant considered the nature, circumstances, extent and gravity of the violations, and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of such prior violations, the degree of culpability. Complainant also considered EPA's Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy, dated December 2007.

43. Respondents agree to pay a civil penalty in the amount of \$10,000 ("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 Respondents'

financial information and determined Respondents have 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.

44. Respondents 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>.

45. When making a payment, Respondents shall:

- a. Identify every payment with Respondents' names and the docket number of this Agreement, TSCA-05-2025-0008,
- b. Concurrently with any payment or within 24 hours of any payment,

Respondents shall serve proof of such payment to the following person(s):

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 5
r5hearingclerk@epa.gov

Craig Meredith
Pesticides and Toxics Compliance Section
U.S. Environmental Protection Agency, Region 5
meredith.craig@epa.gov
and
R5LEECAB@epa.gov

Robin Jacobs
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
jacobs.robin@epa.gov

U.S. Environmental Protection Agency
Cincinnati Finance Center
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.

46. 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 Respondents fail 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 standard 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.

47. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondents fail 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 Respondents' licenses or other privileges, or suspend or disqualify Respondents 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.

General Provisions

48. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: jacobs.robins@epa.gov (for Complainant), and jeff@holmstromlawoffice.com.

(for Respondents). Respondents understand that the CAFO will become publicly available upon filing.

49. This CAFO resolves only Respondents' liability for federal civil penalties for the violations alleged in the CAFO.

50. 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.

51. This CAFO does not affect Respondents' responsibility to comply with the Lead Act and the Disclosure Rule and other applicable federal, state and local laws.

52. Respondents certify that they are complying with the Lead Act and the Disclosure Rule.

53. The terms of this CAFO bind Respondents, and their successors and assigns.


54. 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.

55. Each party agrees to bear its own costs and attorney's fees in this action.

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

In the Matter of Ronnie R. Rogers and Ronnie R. Rogers Properties, LLC, Respondents
Docket No.: TSCA-05-2025-0008

1-27-25
Date


Ronnie R. Rogers, Sr.
On behalf of himself and
As Registered Agent
Ronnie R. Rogers Properties, LLC

**In the Matter of Ronnie R. Rogers and Ronnie R. Rogers Properties, LLC, Respondents
Docket No.: TSCA-05-2025-0008**

United States Environmental Protection Agency, Complainant

Michael D. Harris
Director
Enforcement and Compliance Assurance Division

In the Matter of Ronnie R. Rogers and Ronnie R. Rogers Properties, LLC
Docket No.: TSCA-05-2025-0008

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.

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