

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4

FILED

Sep 22, 2025

9:41 am

U.S. EPA REGION 4  
HEARING CLERK

In the Matter of:

**Marchant Real Estate, Inc.**

Docket No. **TSCA-04-2025-6109(b)**

Respondent.

**CONSENT AGREEMENT**

**I. NATURE OF THE ACTION**

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (TSCA or the Act), 15 U.S.C. § 2615(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

**II. PARTIES**

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 16(a) of TSCA, 15 U.S.C. § 2615(a).
5. Respondent is Marchant Real Estate, Inc., a corporation doing business in the State of South Carolina. This proceeding pertains to Respondent's sale of target housing located in the State of South Carolina.

### III. GOVERNING LAW

6. Pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, also known as Title X of the Housing and Community Development Act of 1992, the EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F (40 C.F.R. §§ 745.100-119) pertaining to the sale of “target housing.” Pursuant to Title X, it is a prohibited act under Section 409 of TSCA, 15 U.S.C. § 2689, for any person to fail or refuse to comply with a provision of Title X or any rule or order issued under Title X.
7. 40 C.F.R. Part 745, Subpart F imposes certain requirements on the sale of target housing. Generally, among other obligations under this Subpart, a seller of target housing shall disclose to the purchaser the presence of any known lead-based paint and/or lead-based paint hazards; provide available records and reports; provide the purchaser with a lead hazard information pamphlet; and attach specific disclosure and warning language to the purchase contract before the purchaser is obligated under a contract to purchase target housing.
8. The term “target housing” is defined at 40 C.F.R. § 745.103 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 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.
9. The term “residential dwelling” is defined at 40 C.F.R. § 745.103 to mean a single-family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
10. The term “seller” is defined at 40 C.F.R. § 745.103 to mean any entity that transfers legal title to target housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations. The term “seller” also includes: an entity that transfers shares in a cooperatively owned project, in return for consideration; and an entity that transfers its interest in a leasehold, in jurisdictions or circumstances where it is legally permissible to separate the fee title from the title to the improvement, in return for consideration.
11. The term “purchaser” is defined at 40 C.F.R. § 745.103 to mean an entity that enters into an agreement to purchase an interest in target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
12. The term “agent” is defined at 40 C.F.R. § 745.103 to mean any party who enters into a contract with a seller, including any party who enters into a contract with a representative of the seller, for the purpose of selling target housing. This term does not apply to purchasers or any purchaser's representative who receives all compensation from the purchaser.
13. Pursuant to 40 C.F.R. § 745.113(a)(2), each contract to sell target housing shall include an attachment containing the following element, in the language of the contract (e.g., English,

Spanish): a statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

14. Pursuant to 40 C.F.R. § 745.113(a)(3), each contract to sell target housing shall include an attachment containing the following element, in the language of the contract (e.g., English, Spanish): a list of any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate.
15. Pursuant to 40 C.F.R. § 745.113(a)(4), each contract to sell target housing shall include an attachment containing the following element, in the language of the contract (e.g., English, Spanish): a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. §§ 745.113(a)(2) and (a)(3) and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
16. Pursuant to 40 C.F.R. § 745.113(a)(6), each contract to sell target housing shall include an attachment containing the following element, in the language of the contract (e.g., English, Spanish): a statement that the agent has informed the seller of the seller's obligations under 42 U.S.C. § 4852d; and that the agent is aware of his/her duty to ensure compliance with the requirements of Subpart F of 40 C.F.R. Part 745.
17. Pursuant to 40 C.F.R. § 745.115(a), each agent shall ensure compliance with all requirements of 40 C.F.R. Part 745, Subpart F. To ensure compliance, the agent shall:
  - a. Pursuant to 40 C.F.R. § 745.115(a)(1), inform the seller of his/her obligations under 40 C.F.R. §§ 745.107, 745.110, and 745.113.
  - b. Pursuant to 40 C.F.R. § 745.115(a)(2), ensure that the seller has performed all activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of 40 C.F.R. §§ 745.107, 745.110, and 745.113.

#### **IV. FINDINGS OF FACTS**

18. Respondent is, and was at all times relevant to this CAFO, an "agent" that entered into contracts on behalf of a seller, as those terms are defined under 40 C.F.R. § 745.103, for the purpose of selling "residential dwellings" that are "target housing" as those terms are defined at 40 C.F.R. § 745.103.
19. On June 4, 2024, an inspector with the EPA conducted an inspection at Respondent's place of business located at 100 West Stone Avenue, Greenville, South Carolina 29609, for the purpose of evaluating Respondent's compliance with the requirements of 40 C.F.R. Part 745, Subpart F.
20. Subsequent to the inspection, on June 5, 2024, the EPA requested copies of Respondent's

records to evaluate its compliance with 40 C.F.R. Part 745, Subpart F. The inspector requested that Respondent submit the requested records by July 10, 2025.

21. On July 2, 2024, Respondent submitted records to the EPA for review to evaluate its compliance with 40 C.F.R. Part 745, Subpart F.
22. After review of the records, the EPA determined that Respondent had represented the seller for the purpose of selling the residential dwellings that are target housing at the following locations on the specified dates listed below:
  - a. 8 Lindberg Avenue, Greenville, South Carolina 29601, built in 1950, contracted for sale in January 2025; and
  - b. 107 Elm Street, Greenville, South Carolina 29605, built in 1945, contracted for sale in December 2022.
23. The records provided by Respondent showed that the contracts to sell the residential dwellings listed in Paragraph 22 did not:
  - a. Include as an attachment to the contracts to sell target housing, a statement by the purchaser affirming receipt of the information required under 40 C.F.R. § 745.113(a)(2) and (a)(3), and the lead hazard pamphlet required under 15 U.S.C. § 2686 in accordance with 40 C.F.R. § 745.113(a)(4); and
  - b. Include as an attachment to the contracts to sell target housing a statement that the agent had informed the seller of the seller's obligations under 42 U.S.C. § 4852d; and that the agent was aware of his/her duty to ensure compliance with the requirements of 40 C.F.R. Part 745, Subpart F, as required by 40 C.F.R. § 745.113(a)(6).

## **V. ALLEGED VIOLATIONS**

24. The EPA alleges that Respondent, as agent for the seller of the residential dwellings listed in Paragraph 22, failed to:
  - a. Include as an attachment to the contracts to sell target housing, a statement by the purchaser affirming receipt of the information required under 40 C.F.R. § 745.113(a)(2) and (a)(3), and the lead hazard pamphlet required under 15 U.S.C. § 2686, in violation of 40 C.F.R. § 745.113(a)(4); and
  - b. Include as an attachment to the contracts to sell target housing, a statement that the agent had informed the seller of the seller's obligations under 42 U.S.C. § 4852d; and that the agent was aware of his/her duty to ensure compliance with the requirements of 40 C.F.R. Part 745, Subpart F, in violation of 40 C.F.R. § 745.113(a)(6).

## **VI. STIPULATIONS**

25. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

26. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- a. admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
  - b. neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
  - c. consents to the assessment of a civil penalty as stated below;
  - d. consents to the conditions specified in this CAFO;
  - e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
  - f. waives its rights to appeal the Final Order accompanying this CAFO.
27. For the purpose of this proceeding, Respondent:
- a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;
  - b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
  - c. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
  - d. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO;
  - e. waives any rights or defenses that Respondent has 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 this Consent Agreement;
  - f. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of 40 C.F.R. Part 745, Subpart F, and the Act; and
  - g. agrees to comply with the terms of the CAFO.
28. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

## VII. TERMS OF PAYMENT

29. Respondent consents to pay a civil penalty, which was calculated in accordance with the Act, in the amount of **ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00)**, which shall be paid within thirty (30) days of the Effective Date of this CAFO.
30. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for payments made after September 30, 2025, and in accordance with the March 25, 2025, Executive Order on [Modernizing Payments To and From America's Bank Account](#), Respondent shall pay using one of the electronic payment methods listed at <https://www.epa.gov/financial/makepayment> and will not pay with a paper check. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. TSCA-04-2025-6109(b).
31. Respondent shall send proof of payment via email, within twenty (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 4  
R4\_Regional\_Hearing\_Clerk@epa.gov

and

Mathew Rouse  
TSCA Enforcement Section  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 4  
Rouse.mathew@epa.gov

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
CINWD\_AcctsReceivable@epa.gov

32. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, 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 Respondent's name and Docket No. TSCA-04-2025-6109(b).
33. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following

amounts on any amount overdue:

- a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued interest are paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b)(2), and 40 C.F.R. § 13.11(a).
- b. Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. 40 C.F.R. § 13.11(c).
- c. Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

34. In addition to what is stated in the prior paragraph, if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:

- a. refer the debt to a credit reporting agency or a collection agency (see 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 to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (see 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 the EPA or engaging in programs the EPA sponsors or funds (see 40 C.F.R. § 13.17); and/or
- d. refer the debt to the Department of Justice for litigation as provided in 40 C.F.R. § 13.33.

35. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

## **VIII. EFFECT OF THE CAFO**

36. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically

alleged above.

37. Full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).
38. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
39. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.
40. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
41. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns.
42. Any change in the legal status of Respondent, or any change in the ownership of the residential dwellings identified in Paragraph 22, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
43. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
44. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
45. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
46. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, 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.
47. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by



any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.

48. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
49. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

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

50. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

**[Remainder of Page Intentionally Left Blank**

**Complainant and Respondent will Each Sign on Separate Pages]**

The foregoing Consent Agreement In the Matter of **Marchant Real Estate, Inc.**, Docket No. **TSCA-04-2025-6109(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Seabrook L. Marchant 09/03/2025  
Signature Date

Printed Name: SEABROOK L. MARCHANT

Title: PRESIDENT/CEO + BROKER-IN-CHARGE

Address: 100 W. STONE AVENUE, GREENVILLE, SC 29609

The foregoing Consent Agreement In the Matter of **Marchant Real Estate, Inc.**, Docket No. **TSCA-04-2025-6109(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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Keriema S. Newman  
Director  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

**Marchant Real Estate, Inc.**

Respondent.

Docket No. **TSCA-04-2025-6109(b)**

**FINAL ORDER**

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

**BEING AGREED, IT IS SO ORDERED.**

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Regional Judicial Officer

## CERTIFICATE OF SERVICE

I certify that the foregoing "Consent Agreement" and "Final Order," In the Matter of **Marchant Real Estate, Inc**, Docket No. **TSCA-04-2025-6109(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

**Via email to all Parties at the following email addresses:**

**To Respondent:** Brian Marchant, Vice President  
Marchant Real Estate, Inc.  
brian@marchantre.com  
(864) 631-5858

**To EPA:** Mathew Rouse, Case Development Officer  
rouse.mathew@epa.gov  
(404) 562-8522

F. Marshall Binford, Attorney Adviser  
binford.marshall@epa.gov  
(404) 562-9543

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Regional Hearing Clerk  
R4\_Regional\_Hearing\_Clerk@epa.gov