

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1 – NEW ENGLAND**

In the Matter of:)	
)	
Home Made Easy, LLC)	EPA Docket No.
)	
39 Cedar Crest Place)	TSCA-01-2025-0060
Norwalk, CT 06854)	
)	
)	CONSENT AGREEMENT
)	AND
Respondent.)	FINAL ORDER
)	
<i>Proceeding under Section 16(a) of the</i>)	
<i>Toxic Substances Control Act,</i>)	
<i>15 U.S.C. § 2615(a).</i>)	
)	

CONSENT AGREEMENT AND FINAL ORDER

The U.S. Environmental Protection Agency (“EPA”), Region 1 (“Complainant”) alleges that Home Made Easy, LLC (“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,” and the “Pre-Renovation Education Rule” or “PRE 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 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.” 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. Assign a certified renovator to each renovation of target housing; iii. Retain records demonstrating compliance with the requirements of the RRP Rule for a period of three years following completion of the renovation; iv. Provide the owner of the unit being

renovated with a lead paint informational pamphlet; *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, which together authorize the assessment of civil administrative penalties of up to \$49,772 for violations that occur after November 2, 2015, for which a penalty is assessed on or after January 8, 2025 (90 Fed. Reg. 1,375, 1,377) .

II. GENERAL ALLEGATIONS

12. Respondent is a limited liability company registered with the State of Connecticut in or around 2011, with its principal office located at 39 Cedar Crest Place, Norwalk, 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 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. EPA representatives performed a random inspection of Respondent at Respondent’s office on March 14, 2023.

17. Respondent was never firm certified under the RRP Rule, did not have workers that were trained and certified in lead-safe work practices pursuant to the RRP Rule, was not providing property owners with the Renovate Right pamphlet, and failed to retain required RRP records. Additionally, Respondent hired subcontractors that were not certified firms or certified renovators under the RRP Rule.

18. EPA has determined, based on the inspection and other information received by EPA, that Respondent performed the following four renovations in target housing between February 2021 and December 2021:

- i. A property located at 18 Rockyfield Road, Westport, CT, built in 1956, at which Respondent was hired to: replace four skylights; repair and paint ceiling after skylight installation; repair leak in garage after leak from shower; install insulation, sheetrock, and access panel in garage; and repair and paint bathroom ceiling. Respondent performed these tasks on or about February 13, 2021, and on or about March 10, 2021.
- ii. A property located at 8 River Lane, Westport, CT, built in 1929, at which Respondent was hired to: repair living room ceiling; install new recessed lights and ceiling fixture; paint repairs throughout home; replace rotting trim below

door; and build new powder room in dining area. Respondent performed this work on or about April 26, 2021, and on or about May 12, 2021.

- iii. A property located at 2 Blueberry Hill Road, Weston, CT, built in 1864, at which Respondent was hired to replace damaged decking and replace to match the existing decking. Respondent performed this work on or about June 8, 2023, and on or about July 6, 2021.
- iv. A property located at 8 Melbourne Road, Norwalk, CT, built in 1930, at which Respondent was hired to repair the opening on the ceiling after water damage, and open the bathroom wall and repair as needed. Respondent performed this work on or about December 7, 2021.

19. The renovations described in Paragraph 18 above, did not constitute minor repair or maintenance activities or emergency repairs. *See* 40 C.F.R. § 745.82(b).

20. The residences listed in Paragraph 18 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

21. 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.

22. 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**

23. Paragraphs 1 through 22 above, are incorporated by reference as if fully set forth herein.

24. Pursuant to 40 C.F.R. § 745.81(a)(2)(ii), 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 40 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.

25. Respondent never obtained initial firm certification from EPA under 40 C.F.R. § 745.89(a)(1) pursuant to 40 C.F.R. § 745.81(a)(2)(ii). Respondent contracted with the owners of the residences listed in Paragraph 18 above, to perform painting and renovation jobs. Respondent then performed those jobs.

26. Thus, Respondent failed to obtain firm certification from EPA before it performed renovations or dust sampling, in violation of 40 C.F.R. § 745.81(a)(2)(ii) and 40 C.F.R. § 745.89(a)(1).

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

27. Paragraphs 1 through 26 above, are incorporated by reference as if fully set forth herein.

28. 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 the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

29. 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 18.

30. Thus, on four 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 THREE: FAILURE TO KEEP NECESSARY RECORDS

31. Paragraphs 1 through 30 above, are incorporated by reference as if fully set forth herein.

32. 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).

33. Respondent did not retain copies of the required records for its renovation activities at the four target housing properties listed in Paragraph 18 above.

34. Thus, on four 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).

COUNT FOUR: FAILURE TO PROVIDE RENOVATE RIGHT PAMPHLET

35. Paragraphs 1 through 34 above, are incorporated by reference as if fully set forth herein.

36. 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 or adult occupant 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.

37. Respondent completed renovation activities at target housing at the four properties listed in Paragraph 18 above.

38. Respondent did not provide the Renovate Right pamphlet to the owners or adult occupants of the four units where the renovations were performed no more than 60 days before beginning the renovation activities.

39. Thus, on four occasions, Respondent failed to provide the Renovate Right pamphlet to the owners or adult occupants of the units where renovations were performed, in violation of 40 C.F.R. § 745.84(a)(1) or (2).

IV. TERMS OF SETTLEMENT

40. 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.

41. 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 firm certification and shall not perform renovations or dust sampling without having obtained such certification, in compliance with 40 C.F.R. § 745.81(a)(2)(ii) and 40 C.F.R. § 745.89(a)(1).
- ii. 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).
- iii. 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).
- iv. Provide the owner or adult occupant of each renovated target housing property with the *Renovate Right* pamphlet no more than 60 days before the renovation begins and obtain from the owner or adult occupant of each 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) or (2).

42. Respondent consents to the issuance of this CAFO and for the purposes of settlement to the payment of the civil penalty cited in the following Paragraph.

43. Respondent agrees to pay a civil penalty in the amount of nine thousand seven hundred eighty-one dollars (\$9,781.00) (the "Assessed Penalty") within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk ("Filing Date").

44. 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>.

45. When making a payment, Respondent shall:

i. Identify every payment with Respondent's name and the docket number of this Agreement, TSCA-01-2025-0060.

ii. Concurrently with any payment or within 24 hours of any payment,

Respondent shall serve proof of such payment to the following persons(s):

Wanda Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code: ORC 4-6 Boston, MA
02109-3912
r1_hearing_clerk_filings@epa.gov

and

Joshua Secunda, Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 Boston,
MA 02109-3912
secunda.josh@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center via
electronic mail to:
CINWD_AcctsReceivable@epa.gov

46. "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.

47. 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:

- i. 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.

- ii. 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 every 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.
- iii. 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, penalties, and other charges, that remain delinquent more than ninety (90) days.

48. 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 EPA may take include, but are not limited to, the following:

- i. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.

- ii. 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, per 40 C.F.R. Part 13, Subparts C and H.
- iii. 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, per 40 C.F.R. § 13.17.
- iv. 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.

49. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

50. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

51. The civil penalty due, and any interest, non-payment penalties or charges that arise pursuant to this CAFO shall represent penalties assessed by EPA and shall not be deductible for purposes of federal taxes. Accordingly, Respondent agrees to treat all

payments made pursuant to this CAFO as penalties within the meaning of Section 1.162-21 of the Internal Revenue Code, 26 U.S.C. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

52. 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.

53. 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.

54. By signing this consent agreement, Respondent 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 the consent agreement.

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

56. 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.

57. 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.

58. 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.

59. 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.

60. 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: gcar700@gmail.com.

61. 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.

62. 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.

63. 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.

FOR RESPONDENT:

Signed by:

Gilberto Carmona

9DF81E959B5549B...

Date: _____

5/19/2025

Gilberto Carmona, Owner
Home Made Easy, LLC

FOR COMPLAINANT:

JAMES CHOW Digitally signed by JAMES CHOW
Date: 2025.06.13 14:26:44 -04'00'

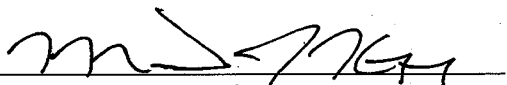
Dated via electronic signature

James Chow, 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 Home Made Easy 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.


~~LeAnn W. Jensen,~~ **MICHAEL J. KNAPP**
Regional Judicial Officer
U.S. EPA, Region 1

~~Dated via electronic signature~~
JUNE 26, 2025

