

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 5

In the Matter of:)	Docket No. TSCA-05-2025-0022
Doerr Siding & Remodeling, Inc.)	
603 Pinecrest Drive)	Proceeding to Assess a Civil
East Peoria, Illinois 61611)	Penalty Under Section 16(a) of the
)	Toxic Substances Control Act,
Respondent.)	15 U.S.C. § 2615(a)
)	

Consent Agreement and Final Order

Preliminary Statement

- 1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. Part 22.
- The Complainant is the Director of the Enforcement and Compliance Assurance Division,
 United States Environmental Protection Agency, Region 5.
- 3. Respondent is Doerr Siding & Remodeling, Inc., a corporation with a place of business located at 603 Pinecrest Drive, East Peoria, Illinois, 61611.
- 4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).
- 5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

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

Jurisdiction and Waiver of Right to Hearing

- 7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.
- 8. Respondent waives its right to request a hearing as provided in 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.
- 9. By signing this CAFO, 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.

Statutory and Regulatory Background

10. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992, Pub. L. No. 102-550, Oct. 28, 1998 (Title X), Congress found, among other things, that low-level lead poisoning was widespread among American children, afflicting as many as 3,000,000 children under age six; at low levels, lead poisoning in children causes intelligence quotient deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. A key component of the national strategy to reduce and eliminate the threat of childhood lead poisoning is to educate the public concerning the hazards and sources of lead-based paint poisoning and steps to reduce and eliminate such hazards.

- 11. Section 1021 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 amended TSCA, 15 U.S.C. § 2601 et seq., by adding Subchapter IV Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692.
- 12. Section 402(a) of TSCA, 15 U.S.C. § 2682, requires the Administrator of EPA to promulgate regulations to ensure that individuals engaged in lead-based paint activities are properly trained; that training programs are accredited; that contractors engaged in such activities are certified; and that such regulations contain standards for performing lead-based paint activities, taking into account reliability, effectiveness, and safety.
- 13. Section 402(c) of TSCA, 15 U.S.C. § 2682, requires the Administrator of EPA to promulgate guidelines for the conduct of renovation and remodeling activities to reduce the risk of exposure to lead in connection with renovation and remodeling of target housing and public buildings built before 1978, and commercial buildings, and to revise the regulations under Section 402(a) of TSCA to apply those regulations to renovation or remodeling activities in target housing, public buildings constructed before 1978, and commercial buildings that create lead-based paint hazards.
- 14. Section 407 of TSCA, 15 U.S.C. § 2687, requires the regulations promulgated by the Administrator of EPA under Subchapter IV to include such recordkeeping and reporting requirements as may be necessary to ensure the effective implementation of the TSCA Lead Exposure Reduction requirements, 15 U.S.C. §§ 2681 through 2692.
- 15. Under Section 409 of TSCA, 15 U.S.C. § 2689, it shall be unlawful for any person to fail or refuse to comply with any rule or order issued under Subchapter IV Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692. *See also* 40 C.F.R. § 745.87.

- 16. Under Section 15 of TSCA, 15 U.S.C. § 2614, it shall be unlawful for any person to fail or refuse to establish and maintain records, submit reports, notices, or other information, or permit access to or copying of records, as required by TSCA or a rule thereunder. *See also* 40 C.F.R. § 745.87.
- 17. Pursuant to Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682 and 2686, EPA promulgated the residential property renovation regulations at 40 C.F.R. Part 745, Subpart E, prescribing procedures and requirements for: the accreditation of renovator training programs; certification of individuals and firms; work practice standards for renovation, repair and painting activities in target housing and child-occupied facilities; and recordkeeping to demonstrate compliance with work practice standards. 73 *Fed. Reg.* 21691 (April 22, 2008).
- 18. 40 C.F.R. § 745.82(a) provides that Subpart E applies to all renovations performed in target housing and child-occupied facilities, with certain exceptions not relevant here.
- 19. 40 C.F.R. § 745.83 defines *firm* to mean a company, partnership, corporation, sole proprietorship, or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.
- 20. 40 C.F.R. § 745.83 defines *renovation* to mean the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as defined by this part (40 C.F.R. § 745.223). The term renovation includes (but is not limited to): the removal, modification or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); the removal of building components (e.g., walls, ceiling, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to

attics, planing thresholds to install weather stripping), and interim controls that disturb painted surfaces.

- 21. 40 C.F.R. § 745.83 defines *renovator* to mean an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA authorized State or Tribal Program.
- 22. 40 C.F.R. § 745.103 defines *target housing* to mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.
- 23. Section 16(a) of TSCA, 42 U.S.C. § 2615(a), 40 C.F.R. § 745.87(d), and 40 C.F.R. Part 19, authorize the Administrator of EPA to assess a civil penalty of up to \$48,512 per violation for each day of violation of Sections 15 and 409 of TSCA that occurred after November 2, 2015.

Factual Allegations and Alleged Violations

- 24. At all times relevant to this CAFO, Respondent was a corporation with a place of business located at a 603 Pinecrest Drive, East Peoria, Illinois, 61611 and was therefore a *firm* as defined by 40 C.F.R. § 745.83.
- 25. On March 20, 2023, EPA conducted an on-site inspection at Respondent's place of business located at 603 Pinecrest Drive, East Peoria, Illinois, 61611 regarding Respondent's compliance with the residential property renovation requirements at 40 C.F.R. Part 745, Subpart E.
- 26. Based on information gathered during the on-site inspection on March 20, 2023, on 18 occasions from 2019 to 2021, Respondent performed or directed workers who performed siding removal, window replacements, storm door replacements, and kitchen remodels at the properties described in the chart below:

Renovation Work Performed at Target Housing

Housing Address	Year Built	Contracted Work	Date(s) Work Finished
2325 W Carriage Lane, Peoria, IL 61614	1971	Siding removal and Replacement. Trim two overhead garage doors. Removal and replacement of windows (10)	11/20/2019
2618 N Wilson Dr. Peoria IL 61604	1966	Removal and Replacement of Windows (4).	2/3/2020
33 Rosewood Ln, Pekin, IL 61554	1952	Kitchen Remodel to accommodate new windows. Window Removal and Installation. Cedar Siding removal and installation. Down spout replacement. Soffit covering throughout whole house.	2/10/2020
605 Washington St. Pekin, IL 61554	1887	Removal of slate siding and replacement with vinyl. Furnish and install soffit system on rear porch ceiling. Removal and replacement of storm door. Gutter removal and reinstallation. Window Removal and replacement.	6/26/2020
602 W. Lakewood Ave, Peoria, IL 61614	1950	Remove wood battens on gables. Cover housing in vinyl siding. Cover all Soffit and fascia. Gutter replacement. Window removal (2) and replacement.	10/5/2020
303 Crestlawn Dr. Washington, IL 61571	1955	Vinyl siding removal and replacement on entire house. Window and door trim to be covered. Shutter installation. Window removal and replacement. Storm door removal and replacement.	12/18/2020
1742 N. Autumn Ln, Peoria, IL. 61604	1965	Removal of damaged roofing and replacement. Siding removal and replacement. Tyvek house wrap installation. Removal and replacement of windows (11). Removal and replacement of patio door.	12/29/2020

Housing Address	Year Built	Contracted Work	Date(s) Work Finished
112 Bennett Rd, East Peoria, IL 61611	1952	Storm door removal and replacement. Window removal (5) and replacement	3/12/2021
602 Toronado Ct. Peoria, IL 61614	1969	Window Removal (8) and Replacement	6/7/2021
5109 N Sunny Side Ct, Peoria, IL 61614	1969	Window Removal and Replacement	10/8/2021
407 Hillcrest Dr, Washington, IL 61571	1951	Window Removal and Replacement	12/20/2021
301 Howard St, East Peoria, IL 61611	1954	Sunroom window removal and Replacement. Furnish and installation of two windows in spare bedroom.	2/10/2022
1107 Knollcrest Dr, Washington, IL 61571	1976	Window Removal (6) wood and vinyl and Replacement. Gutter and Downspout Removal	2/21/2022
3705 North Melcosta Dr, Peoria, IL 61615	1977	Siding removal and Replacement	4/14/2022
1315 E Hines Ave, Peoria, IL 61614	1925	Twenty-six vinyl Window Removal and Replacement.	8/11/2022
110 N Hawthorne Ave, East Peoria, IL 61611	1928	Window Removal sixteen (16) and Replacement. All Siding Removed and Replaced	8/26/2022
1011 N Edgehill Ct. Peoria, IL. 61604	1924	Removal and Replacement of Windows.	5/21/2024

- 27. The siding removal, window replacements, storm door replacements, and kitchen remodels that Respondent performed at the properties listed in paragraph 26, above, were modifications of the buildings' existing structure that resulted in disturbance of painted surfaces and were therefore *renovations* as defined in 40 C.F.R. § 745.83.
- 28. During the March 20, 2023 inspection, EPA requested all records for the renovations that Respondent had performed during the three years prior to the date of the inspection.

 Respondent provided contracts for the 18 renovations identified in paragraph 26, above, but did not provide any records necessary to demonstrate compliance with work practice standards in 40 C.F.R.

§ 745.85.

- 29. The buildings listed at the addresses in paragraph 26, above, are residential housing built prior to 1978, and therefore are *target housing* as defined in 40 C.F.R. § 745.103.
- 30. Respondent either performed or directed workers to perform the renovations described in paragraph 26, above, and is therefore a *renovator* as defined in 40 C.F.R. § 745.83.

COUNT ONE - Failure to Obtain Recertification

- 31. Complainant incorporates paragraphs 1 through 30 of this CAFO as if set forth in this paragraph.
- 32. 40 C.F.R. § 745.81(a)(2)(ii) provides that no firm may perform, offer, or claim to perform renovations in target housing without certification from EPA.
- 33. 40 C.F.R. § 745.89(a)(1) requires firms that perform renovations for compensation to apply to EPA for certification to perform renovations or dust sampling.
- 34. 40 C.F.R. § 745.89(b)(1)(iii) prohibits firms from performing renovations or dust sampling if their certification expires and they are not certified anew pursuant to 40 C.F.R. § 745.89(a).
- 35. Respondent held an EPA Firm certification (NAT-46850-1) that EPA issued on May 21, 2010, and expired June 4, 2015.
- 36. Nine years later, Respondent failed to obtain recertification while still performing renovations.
- 37. Respondent was not a certified firm, under 40 C.F.R. § 745.89, during each renovation described in Paragraph 26, above, and did not qualify for an exemption under 40 C.F.R. § 745.82(a).
 - 38. Respondent's performance of the 18 renovations described in Paragraph 26, above,

without being certified anew pursuant to 40 C.F.R. § 745.89(a), constitutes one violation of 40 C.F.R. § 745.89(b)(1)(iii), 745.87(a) and 15 U.S.C. § 2689.

COUNTS TWO TO NINETEEN - Failure to Provide the Owner of the Unit with the EPA-Approved Lead Hazard Information Pamphlet

- 39. Complainant incorporates paragraphs 1 through 30 of this CAFO as if set forth in this paragraph.
- 40. 40 C.F.R. § 745.84(a)(1) requires firms performing renovations, no more than 60 days before beginning renovation activities, to provide the owner of the unit with the pamphlet and either obtain, from the owner, a written acknowledgement that the owner has received the pamphlet or obtain a certificate of mailing at least seven days prior to the renovation.
- 41. For each of the 18 renovations described in Paragraph 26, above, Respondent failed to either obtain from each owner the written acknowledgement that the respective owner had received the pamphlet or obtain a certificate of mailing at least seven days prior to the contracted renovations.
- 42. Respondent's failure to provide the owners of the 18 properties listed in Paragraph 26, above, with the EPA-approved lead hazard information pamphlet constitutes 18 separate violations of 40 C.F.R. § 745.84(a)(1) and 15 U.S.C. § 2689.

COUNTS TWENTY TO THIRTY-SEVEN – Failure to Retain All Records Necessary to Demonstrate Compliance with 40 C.F.R. Part 75, Subpart E

- 43. Complainant incorporates paragraphs 1 through 30 of this CAFO as if set forth in this paragraph.
- 44. 40 C.F.R. § 745.86(a) requires firms performing renovations to retain and, if requested, make available to EPA all records necessary to demonstrate compliance with 40 C.F.R. Part 745,

Subpart E for a period of three years following completion of the renovation.

45. For each renovation project described in paragraph 26, Respondent failed to retain and make available to EPA all records necessary to demonstrate compliance with Subpart E for a period of three years following completion of the renovations, in violation of 40 C.F.R. § 745.86(a) and 15 U.S.C. § 2689.

COUNTS THIRTY-EIGHT TO FIFTY-FIVE - Failure to Ensure All Renovation Activities Were Performed by Certified Renovators or Individuals Trained by Them

- 46. Complainant incorporates paragraphs 1 through 30 of this CAFO as if set forth in this paragraph.
- 47. 40 C.F.R. § 745.89(d)(1) requires the firm performing the renovation to ensure that all individuals performing renovation activities on behalf of the firm are either certified renovators or have been trained by a certified renovator in accordance with 40 C.F.R. § 745.90.
- 48. Respondent performed or directed to perform renovations as described in paragraph 26 and did not ensure that all renovation activities at these 18 properties were performed by certified renovators or individuals trained by them.
- 49. Respondent's failure to ensure that that all individuals performing renovation activities on behalf of the firm are either certified renovators or individuals trained by them at the renovations described in paragraph 26 constitutes 18 violations of 40 C.F.R. § 745.89(d)(1), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

COUNT FIFTY-SIX TO SEVENTY-THREE – Failure to Ensure a Certified Renovator was Assigned to Each Renovation and Discharged All of the Certified Renovator Responsibilities

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

- 51. 40 C.F.R. § 745.89(d)(2) requires the firm performing the renovation to 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.
- 52. Respondent performed or directed to perform renovations as described in paragraph 26 and did not assign a certified renovator to these 18 renovations.
- 53. Respondent's failure to ensure that a certified renovator was assigned to the renovations described in paragraph 26 and discharged all of the certified renovator responsibilities identified in 40 C.F.R. § 745.90 constitutes 18 violations of 40 C.F.R. § 745.89(d)(2), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

Civil Penalty

- 54. 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 \$27,500. In determining the penalty amount,

 Complainant considered the nature, circumstances, extent and gravity of the violations alleged and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require.

 Complainant also considered EPA's Interim Final Consolidated Enforcement Response and Penalty

 Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule, Revised April 5, 2013.
- 55. Respondent agrees to pay a civil penalty in the amount of \$27,500 ("Assessed Penalty").

 Based on Respondent's documented inability to pay claim, and in accordance applicable laws, EPA

 conducted an analysis of Respondent's financial information and determined that the Assessed

 Penalty is an appropriate amount to settle this action, which Respondent consents to pay as follows:

a. The Assessed Penalty will be paid in two equal installments, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at 7% based on IRS' underpayment rate. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be \$27,645.83. The first payment is due within thirty (30) days after the date the Final Order ratifying this Agreement is filed with Regional Hearing Clerk ("Filing Date"). Respondent's subsequent payment shall thereafter be due 60 days from said Filing Date.

b. Respondent shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made <i>no later</i> than	Principal Amount	Interest Amount	Total Payment Amount
1	30 days after the Filing Date.	\$15,000.00	\$0.00	\$15,000.00
2	60 days after the Filing Date.	\$12,500.00	\$145.83	\$12,645.83
Total		\$27,500.00	\$145.83	\$27,645.83

c. Notwithstanding Respondent's agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$27,500 within thirty (30) days of the Filing Date and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

- 56. 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/additional-instructions-making-payments-epa.
 - 57. When making a payment, Respondent shall:
 - Identify every payment with Respondent's name and the docket number of this Agreement, TSCA-05-2025-0022,
 - b. Concurrently with any payment or within 24 hours of any payment,
 Respondent shall serve proof of such payment to the following person(s):

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

Brandon Brewster
Pesticides and Toxics Compliance Section
U.S. Environmental Protection Agency, Region 5
Brewster.brandon@epa.gov
and
R5LECAB@epa.gov

Robin L. 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.

- 58. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.
 - a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS 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. <u>Late Payment Penalty</u>. 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.
- 59. <u>Late Penalty Actions</u>. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions may include, but are not limited to, the following.
 - a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R.§§ 13.13 and 13.14.
 - b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H.
 - c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
 - d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and

appropriateness of the Assessed Penalty shall not be subject to review.

General Provisions

- 60. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: Jacobs.Robin@epa.gov (for Complainant), and RRiffle@rmrenterprises.net (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.
- 61. Full payment of the penalty and compliance with this CAFO resolves only Respondent's liability under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for federal civil penalties for the violations alleged in the CAFO.
- 62. 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.
- 63. This CAFO does not affect Respondent's responsibility to comply with TSCA, 15

 U.S.C. § 2601 et seq., its implementing regulations, and other applicable federal, state, and local laws.
- 64. Respondent certifies that it is complying with the residential property renovation regulations at 40 C.F.R. Part 745, Subpart E.
- 65. This CAFO constitutes a "prior such violation" as that term is used in EPA's Interim Final Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule to determine Respondent's "history of prior such violations" under Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B).
 - 66. The terms of this CAFO bind Respondent, and its successors and assigns.
 - 67. 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.

- 68. Each party agrees to bear its own costs and attorneys' fees in this action.
- 69. This CAFO constitutes the entire agreement between the parties.

Doerr Siding & Remodeling, Inc., Respondent

6/4/2025	Signed by:	
Date	Scott Doerr	
	President	
	Doerr Siding & Remodeling, Inc.	

United States Environmental Protection Agency, Complainant

Michael D. Harris Division Director Enforcement and Compliance Assurance Division In the Matter of Doerr Siding & Remodeling, Inc. Docket No. TSCA-05-2025-0022:

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