



IN THE MATTER OF: Crew Restoration & Construction, Inc. Respondent.	EXPEDITED SETTLEMENT AGREEMENT Docket No. TSCA-08-2026-0002
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Complainant, the authorized representative of the United States Environmental Protection Agency, and Respondent, Crew Restoration & Construction, Inc. (Respondent), by their undersigned representatives, hereby consent and agree as follows:

1. This Expedited Settlement Agreement (Agreement) is entered into by the EPA, by its duly delegated officials, and by Respondent for the purpose of simultaneously commencing and concluding this matter, as authorized by 40 C.F.R. § 22.13(b), and pursuant to 40 C.F.R. § 22.18(b)(2) and (3).
2. The EPA has jurisdiction over this matter pursuant to sections 15 and 409 of the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2615, 2689, and the regulations promulgated under TSCA Subchapter IV, as set forth at 40 C.F.R. part 745.
3. As directed by section 402(c) of TSCA, the EPA promulgated the Renovation, Repair, and Painting (RRP) Rule, codified at 40 C.F.R. part 745, subpart E, with the purpose of protecting the public from lead-based paint hazards associated with renovation, repair, and painting activities.
4. Firms that perform renovations for compensation must apply to EPA for certification to perform renovations or dust sampling. To maintain its certification a firm must be re-certified by EPA every 5 years, as required by 40 C.F.R § 745.89(a) and (b).
5. Pursuant to 40 C.F.R. § 745.89(b), Respondent failed to maintain its certification as a firm. Pursuant to 40 C.F.R. § 745.89(b)(iii) the firm must not perform renovations or dust sampling until it is certified pursuant to 40 C.F.R § 745.89(a).

6. Respondent's failure to maintain firm certification, constitutes one violation of 40 C.F.R. § 745.89 and sections 15 and 409 of TSCA, 15 U.S.C. § 2689.
7. Firms performing renovations on target housing are required to retain and, if requested, make available to EPA all records necessary to demonstrate compliance with the RRP Rule, for a period of 3 years following the completion of the renovation activities, as required by 40 C.F.R. § 745.86(a).
8. Pursuant to 40 C.F.R. § 745.86(b)(6), documentation of compliance with the requirements of section 745.85, include but is not limited to, documentation that a certified renovator was assigned to the project and that the certified renovator performed or directed workers who performed the work practice standards described in section 745.85(a).
9. Pursuant to 40 C.F.R. § 745.86(b)(6), Respondent failed to retain or produce the following records to demonstrate compliance with the RRP Rule, namely failure to document that Respondent assigned a certified renovator and failure to document that the certified renovator performed or directed workers to perform the work practice standards described in 40 C.F.R. § 745.85(a), at the following jobsites:
 - a. 1010 Spring Avenue, Sioux Falls, South Dakota
 - b. 209 S. Euclid Avenue, Sioux Falls, South Dakota
 - c. 716 W. 15th Street Sioux Falls, South Dakota
 - d. 702 S. Blaine Avenue, Sioux Falls, South Dakota
 - e. 624 S. Prairie Avenue, Sioux Falls, South Dakota
 - f. 2813 S. Williams Avenue, Sioux Falls, South Dakota
 - g. 3205 E. 31st Street, Sioux Falls, South Dakota
10. Respondent's failure to maintain each type of documentation described in paragraph 8, above, constitutes 14 separate violations of 40 C.F.R. § 745.86 and sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614, 2689.
11. The EPA and Respondent agree that settlement of this matter for a civil penalty of \$15,000 is in the public interest.
12. Payment of the penalty must be completed 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>.

13. The payment must reference the docket number that appears on the final order as directed when prompted for a document number via an electronic payment method.
14. By signing this Agreement, Respondent certifies that:
 - a. the alleged violations listed in the Agreement have been corrected, and Respondent has submitted true and accurate documentation of such correction; and
 - b. agrees to provide payment of the civil penalty set forth in paragraph 11, above, upon entry of the Final Order.
15. Respondent agrees that the penalty specified in this Agreement and any interest paid shall not be deductible for purposes of local, state, or federal taxes.
16. This settlement is subject to the following terms and conditions with respect to the violations alleged:
 - a. Respondent, by signing below, admits the jurisdictional allegations of the Agreement, neither admits nor denies the specific factual allegations contained in the Agreement and consents to the assessment of the penalty as stated above.
 - b. Each party to this action shall bear its own costs and attorney fees, if any.
 - c. Payment by Respondent shall constitute a waiver of any and all available rights to judicial or administrative review or other remedies that the Respondent may have, with respect to any issue of fact or law or any terms and conditions set forth in this Agreement, including any right to appeal the Final Order.
17. By signing this 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 Agreement.
18. This Agreement, upon incorporation into the Final Order by the Regional Judicial Officer and full satisfaction by the parties, shall only resolve

Respondent's liability for Federal civil penalties for the violations alleged in this Agreement.

19. This Agreement, upon incorporation into the Final Order, applies to and is binding upon the EPA and Respondent and Respondent's successors or assigns. Any change in ownership or corporate status of Respondent, including, but not limited to, any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Agreement. This Agreement contains all terms of the settlement agreed to by the Parties.
20. The undersigned representative of Respondent certifies that they are fully authorized to enter into the terms and conditions of the Agreement and to bind Respondent to the terms and conditions of this Agreement.
21. Nothing in this Agreement shall relieve Respondent of the duty to comply with TSCA and its implementing regulations.
22. The parties consent to service of this Agreement and any final order approving it by e-mail at the following valid e-mail addresses: jackson.laurianne@epa.gov (for Complainant), and kyle@crew3r.com (for Respondent).

The foregoing Expedited Settlement Agreement In the Matter of Crew Restoration & Construction, Inc., is hereby stipulated, agreed, and approved for entry.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8,

Date: _____

By: _____

David Cobb, Supervisor

Toxics and Pesticides Enforcement
Section Enforcement and Compliance
Assurance Division

Complainant

CREW RESTORATION & CONSTRUCTION, INC.

Date: 6-17-26

By: _____

Printed
Name: Ryle Eberts

Respondent 