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REGIONAL HEARING CLERK  
EPA REGION 6

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 6  
DALLAS, TEXAS**

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In the Matter of	§	
	§	
MTEH, LLC,	§	Docket No. TSCA-06-2025-6193
Little Rock, Arkansas	§	
	§	
Respondent.	§	

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**CONSENT AGREEMENT AND FINAL ORDER**

**A. PRELIMINARY STATEMENT**

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, 22.18, and 22.34 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permit ("Consolidated Rules"), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 6 (EPA). On EPA's behalf, the Director of the Enforcement and Compliance Assurance Division, EPA Region 6, has been delegated the authority to settle civil administrative penalty and compliance proceedings under Section 16(a) of the Act, 15 U.S.C. § 2615(a).
3. MTEH, LLC ("MTP" or "Respondent") is a corporation doing business in the State of Arkansas.
4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this Consent Agreement along with the

corresponding Final Order hereinafter known together as the “CAFO” without the adjudication of any issues of law or fact herein.

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

**B. JURISDICTION**

6. This CAFO is entered into under Section 16(a) of the Act, as amended, 15 U.S.C. § 2615(a), and the Consolidated Rules, 40 C.F.R. Part 22.

7. This CAFO serves as notice that EPA has reason to believe that Respondent has violated Section 409 of TSCA, 15 U.S.C. § 2689, by failing to comply with the regulatory requirements of 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, promulgated pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d.

8. The Regional Judicial Officer is authorized to ratify this CAFO which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b).

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

**C. STATUTORY AND REGULATORY BACKGROUND**

10. TSCA was amended with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the “Act”), 42 U.S.C. §§ 4851 to 4856, with the addition of Title IV – *Lead Exposure Reduction*, Section 401 to 412 of TSCA, 15 U.S.C. §§ 2681 to 2692. Section 1018 of the Act required EPA and the Department of Housing and Urban Development to jointly issue regulation

requiring the disclosure of known lead-based paint and/or lead-based paint hazards by people selling or leasing housing constructed prior to 1978.

11. Regulations at 40 C.F.R. Part 745 Subpart F, 40 C.F.R. §§ 745.100-119, require that sellers and lessors of most residential housing built before 1978: a) disclose the presence of known lead-based paint and/or lead-based paint hazards in the target housing; b) provide purchasers and lessees with any available records or reports pertaining to the presence of lead-based paint and/or lead-based paint hazards; c) provide purchasers and lessees with a federally approved lead hazard information pamphlet; d) provide purchasers with a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before the purchaser is obligated under any purchase contract; and e) include certain disclosure and acknowledgment language in the sales or leasing contract.

12. 40 C.F.R. Part 745, Subpart F, imposes certain requirements on all sales or leases of target housing, unless otherwise excluded as set forth in 40 C.F.R. § 745.101.

13. The regulation at 40 C.F.R. § 745.118(e) provides that failure or refusal to comply with 40 C.F.R. §§ 745.107 (disclosure requirements), 745.110 (evaluation), 745.113 (certification and acknowledgement), or 745.115 (agent responsibilities), is a violation of Section 409 of TSCA, 15 U.S.C. § 2689. Section 409 of TSCA, 15 U.S.C. § 2689, provides that it shall be unlawful for any person to fail to comply with, inter alia, any provision of 40 C.F.R. Part 745, Subpart F.

14. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes a civil penalty of not more than \$37,500 for each violation of Section 409 of TSCA, 15 U.S.C. § 2689. This maximum penalty amount is limited by Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), which limits penalties for violations of 42 U.S.C. §

4852d(b)(5), assessed under Section 16 of TSCA, 15 U.S.C. § 2615, to not more than \$10,000 per violation. Each day that such a violation continues constitutes a separate violation of Section 409. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, and its implementing regulations at 40 C.F.R. Part 19, increased the statutory maximum penalty to \$22,263.

#### **Definitions**

15. 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 zero-bedroom dwelling.

16. The term "lessor" is defined at 40 C.F.R. § 745.103, to mean 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.

17. The term "lessee" is defined at 40 C.F.R. § 745.103, to mean 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.

18. The term "lead-based paint free housing" is defined at 40 C.F.R. § 745.103, to mean target housing that has been found to be free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

**D. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

19. Respondent is, and was at all times relevant to this CAFO, a "lessor" and "agent" that offered contracts to lease "residential dwellings" that are "target housing" as those terms are defined at 40 C.F.R. § 745.103.

20. Pursuant to Section 11 of the TSCA, 15 U.S.C. § 2610, EPA conducted an inspection on December 11, 2024, to determine Respondent's compliance with the requirements of 40 C.F.R. Part 745, Subpart F (the "Inspection").

21. Before and up to the time of inspection, Respondent entered into contracts to lease one-hundred sixteen (116) target housing units located between five (5) properties located in Little Rock, Arkansas (the Properties).

22. The Properties were constructed before 1978.

23. The Properties are "target housing" as defined by 40 C.F.R. § 745.103.

24. On April 17, 2025, EPA issued to Respondent a Notice letter, providing notice to Respondent that EPA found Respondent committed the alleged violations described in Section E of this CAFO and providing Respondent an opportunity to confer with EPA. On May 1, 2025, representatives of Respondent and EPA conferred regarding the April 17, 2025, Notice letter.

25. Respondent provided information to EPA that it has taken the following corrective action measures to address the alleged violations described in Section E. Specifically:

- a. Respondent arranged for lead testing at each of the Properties identified in Paragraph 21 and provided the testing reports to EPA.
- b. Respondent Represents the testing did not identify any lead-based paint hazard in testing.

- c. Respondent implements corrective measures to ensure compliance with 40 C.F.R. Part 745, Subpart F, including standardized lease forms that incorporate the required lead warning statement, disclosure of any available records or reports, and delivery of the lead hazard information pamphlet before obligation under any lease.
- d. Respondent represents those measures mentioned in subsection b. and c. remain in effect for all leases going forward.

**E. ALLEGED VIOLATIONS**

26. The facts stated in the EPA Findings of Fact and Conclusions of Law above are herein incorporated.

27. Complainant hereby states and alleges that Respondent has violated TSCA and federal regulations promulgated thereunder, as stated below.

**40 C.F.R. § 745.107(a)(1) Disclosure Requirements for Sellers and Lessors**

**Main Street Lofts, Mulberry Lofts, Tuff Nut Lofts, Paint Factory and Arkansas Dem Lofts**

28. Pursuant to 40 C.F.R. § 745.107(a)(1), the seller or lessor shall provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not an otherwise exempt transaction.

29. Respondent failed to provide the lessees of each of the Properties with EPA-approved lead hazard information pamphlet before the lessees were obligated under the contract to lease each of the Properties, as required by 40 C.F.R. § 745.107(a)(1).



30. Respondent's failures to provide the EPA-approved lead hazard information pamphlet to each of the of the Properties' lessees is a violation of 40 C.F.R. § 745.107(a)(1) and Section 409 of TSCA, 15 U.S.C. § 2689.

**40 C.F.R. § 745.113(b)(1) Lessor Requirements**

**Main Street Lofts, Mulberry Lofts, Tuff Nut Lofts, Paint Factory and Arkansas Dem Lofts**

31. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing shall include, as an attachment or within the contract the lead warning statement, as required by 40 C.F.R. §§ 745.113(b)(1).

32. Respondent failed to include as an attachment or within the contract the lead warning statement, for each of the contracts to lease the Properties as required by 40 C.F.R. §§ 745.113(b)(1).

33. Respondent's failures to include the lead warning statement required by 40 C.F.R. §§ 745.113(b)(1) in each of the contracts for the lease of the Properties is a violation of 40 C.F.R. § 745.113(b) and Section 409 of TSCA, 15 U.S.C. § 2689.

**40 C.F.R. § 745.113(b)(2) Lessor Requirements**

**Main Street Lofts, Mulberry Lofts, Tuff Nut Lofts, Paint Factory and Arkansas Dem Lofts**

34. Pursuant to 40 C.F.R. § 745.113(b)(2), each contract to lease target housing shall include, as an attachment or within the contract a statement disclosing the presence or lack of lead in target housing, as required by 40 C.F.R. §§ 745.113(b)(2).

35. Respondent failed to include as an attachment or within the contract a statement disclosing the presence or lack of lead in target housing, for each of the contracts to lease the Properties as required by 40 C.F.R. §§ 745.113(b)(2).

36. Respondent's failures to include a statement disclosing the presence or lack of lead in target housing required by 40 C.F.R. §§ 745.113(b)(2) in the lease of each of the Properties is a violation of 40 C.F.R. § 745.113(b) and Section 409 of TSCA, 15 U.S.C. § 2689.

**40 C.F.R. § 745.113(c)(1) Retention of Certification and Acknowledgment Information**

**Main Street Lofts, Mulberry Lofts, Tuff Nut Lofts, Paint Factory and Arkansas Dem Lofts**

37. Pursuant to 40 C.F.R. § 745.113(c)(1), the seller, and any agent, shall retain a copy of the completed attachment required by 40 C.F.R. § 745.113(a) for no less than 3 years from the completion date of the sale. The Lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information for no less than 3 years from the commencement of the leasing period.

38. Respondent failed to retain a copy of the completed attachment for the Properties for no less than 3 years, as required by 40 C.F.R. § 745.113(c)(1).

39. Respondent's failure to retain a copy of the completed attachment as required by 40 C.F.R. § 745.113(c)(1) in each of the Properties is a violation of 40 C.F.R. § 745.113(c)(1) and Section 409 of TSCA, 15 U.S.C. § 2689.

**F. CONSENT AGREEMENT AND CIVIL PENALTY**

**General**

40. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2),  
Respondent:

- a. admits the jurisdictional allegations set forth herein;
- b. neither admits nor denies the specific factual allegations stated herein;
- c. consents to the assessment of a civil penalty, as stated herein;



d. consents to the issuance of any specified compliance or corrective action order;

e. consents to any conditions specified herein;

f. consents to any stated Permit Action;

g. waives any right to contest the allegations set forth herein; and

h. waives its rights to appeal the Final Order accompanying this CAFO.

41. 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 this CAFO.

42. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty specified herein.

43. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

#### **Penalty Assessment and Collection**

44. Upon consideration of the entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the size of the business, the effect of Respondent's ability to continue business, the gravity of the violations, and other factors as justice may require, EPA has assessed a civil penalty in the amount of **\$66,247.00** (the "EPA Penalty"). The EPA Penalty has been determined in accordance with Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and at no time exceeded EPA's statutory authority.

45. Respondent agrees to pay the EPA Penalty in twelve months. The Twelve payments include \$1,445 interest in total based on the Treasury Current Vaulted of Fund Rate. Respondent shall make the first payment of **\$5,641** within thirty (30) calendar days of the Effective Date of this CAFO, with subsequent payments of **\$5,641** due on or before October 1, 2025, November 1, 2025, December 1, 2025, January 1, 2026, February 1, 2026, March 1, 2026, April 1, 2026, May 1, 2026, June 1, 2026, July 1, 2026, August 1, 2026, and September 1, 2026. If any due date falls on a Saturday, Sunday, or federal holiday, payment shall be timely made on the next business day. Respondent shall pay the EPA 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>.

46. When making a payment, Respondent shall:

a. Identify every payment with Respondent's name and the docket number of this Order, Docket No. TSCA-06-2025-6193. The payment shall also be accompanied by a transmittal letter that shall reference Respondent's name and address, the case name, and docket number TSCA-06-2025-6193. Respondent's adherence to this request will ensure proper credit is given when penalties are received for Region 6.

b. Concurrently with any payment, email the transmittal letter and proof of payment to the following email addresses:

Stan Lancaster  
U.S. EPA Region 6  
[Lancaster.Stan@epa.gov](mailto:Lancaster.Stan@epa.gov)

And

Region 6 Hearing Clerk  
U.S. EPA Region 6  
Vaughn.Lorena@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.

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 EPA Penalty per this Agreement, the entire unpaid balance of the EPA 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 Effective Date. If the EPA Penalty is paid in full within thirty (30) days, interest accrued is waived. If the EPA Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the EPA 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 EPA Penalty in accordance with this CAFO, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any

portion thereof, until the unpaid portion of the EPA 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 portion of the EPA Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

48. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the EPA Penalty per this CAFO, EPA may take additional actions. Such actions may take include, but are not limited to, the following.:

a. refer the debt to a credit reporting agency, a collection agency, or request that the Attorney General bring civil action in the appropriate United States District Court (in which the validity, amount, and appropriateness of the EPA Penalty and of this CAFO shall not be subject to review) to recover the full remaining balance, which may include the original penalty, enforcement and collection expenses, nonpayment penalty and interest, 15 U.S.C. § 2615(a) and 40 C.F.R. §§ 13.13 and 13.14;

b. collect the above-referenced 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, 40 C.F.R. Part 13, Subparts C and H; and

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.

**Additional Terms of Settlement**

49. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors and assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CAFO.

50. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the company, or changes pertaining to its ownership and/or management of MTP identified in Paragraph 3, will not in any way alter Respondent's obligations and responsibilities under this CAFO.

51. By signing this CAFO, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information. *See* 40 C.F.R. Part 2, Subpart B (Confidentiality of Business Information).

52. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each 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.

53. By signing this CAFO, Respondent certifies that, as of the Effective Date, it is in compliance with all the applicable provisions of TSCA and its implementing regulations.

54. By signing this CAFO, the undersigned representative of Respondent certifies that it is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party it represents to this CAFO.

55. Respondent and EPA agree to the use of electronic signatures for this matter. EPA and Respondent consent to service of a final order by email at the following valid email addresses: Cavazos.Christyn@epa.gov (for EPA) and Dcole@mosestucker.com (for Respondent).

56. Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

57. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service ("IRS"), a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R.

§ 301.6723-1. To provide EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable:

- c. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- d. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN.
- e. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division at [chalifoux.jessica@epa.gov](mailto:chalifoux.jessica@epa.gov), on or before the date that Respondent's penalty payment is due, pursuant to Section of this Order, or within seven (7) days should this Order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence.
- f. In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

**G. EFFECT OF CONSENT AGREEMENT AND RESERVATION OF RIGHTS**

58. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in Sections D and E above. Complainant reserves the right to take any enforcement action with respect to any other violations of TSCA or any other applicable law.



59. The terms, conditions and 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.

60. Penalties paid pursuant to this CAFO shall not be deductible for purposes of Federal, State, and local taxes.

61. Any violation of the included Final Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 15(a) of the Act, 15 U.S.C. § 2615(a) and adjusted for inflation pursuant to 40 C.F.R. Part 19, as well as criminal sanctions as provided in Section 15(a) of the Act, 15 U.S.C. § 2615(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

62. 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 EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit. EPA does not, by its consent to the entry of this CAFO, warrant or aver in any manner that Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of TSCA, 15 U.S.C. § 2601 *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits.

63. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

64. If and to the extent 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 EPA, EPA reserves any and all of its legal and equitable rights.

**H. EFFECTIVE DATE**

65. Respondent and Complainant agree to the issuance of the included Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent. 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. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

The foregoing Consent Agreement In the Matter of MTEH, LLC, Docket No. TSCA-06-2025-6193,  
is Hereby Stipulated, Agreed, and Approved for Entry.

**FOR RESPONDENT:**

MTEH, LLC

Date: 9/30/25

  
Signature

Chris Moses  
Print Name

President  
Title

**FOR COMPLAINANT:**

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: October 1, 2025

  
Digitally signed by  
CHERYL SEAGER  
Date: 2025.10.01  
09:09:01 -05'00'

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Cheryl T. Seager  
Director  
Enforcement and  
Compliance Assurance Division  
U.S. EPA, Region 6

**FINAL ORDER**

Pursuant to Section 16(a) of 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, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

MTEH, LLC is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondents' (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action.

IT IS SO ORDERED.

Dated \_\_\_\_\_

THOMAS  
RUCKI

Digitally signed by  
THOMAS RUCKI  
Date: 2025.10.01  
16:13:32 -04'00'

Thomas Rucki  
Regional Judicial Officer, Region 6

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was filed with me, the Regional Hearing Clerk, U.S. EPA - Region 6, 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that I sent a true and correct copy on this day in the following manner to the email addresses:

**Copy via Email to Complainant:**

Cavazos.Christyn@epa.gov

**Copy via Email to Respondent:**

Dcole@mosestucker.com  
David Cole  
MTEH, LLC  
200 River Market Ave., Suite 501  
Little Rock, Arkansas

LORENA  
VAUGHN

Digitally signed by  
LORENA VAUGHN  
Date: 2025.10.01  
15:27:10 -05'00'

Regional Hearing Clerk  
U.S. EPA, Region 6