

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Sep 22, 2025

4:05 pm

**U.S. EPA REGION 4
HEARING CLERK**

In the Matter of:

Happy Homes Property Manager, LLC

Respondent.

Docket No. **TSCA-04-2024-6115(b)**

CONSENT AGREEMENT

I. NATURE OF THE ACTION

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

II. PARTIES

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

III. GOVERNING LAW

6. Pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, also known as Title X of the Housing and Community Development Act of 1992, the EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F (40 C.F.R. §§ 745.100-119) pertaining to the leasing of “target housing.” Pursuant to Title X, it is a prohibited act under Section 409 of TSCA, 15 U.S.C. § 2689, for any person to fail or refuse to comply with a provision of Title X or any rule or order issued under Title X.
7. 40 C.F.R. Part 745, Subpart F imposes certain requirements on the lease of target housing. Generally, among other obligations under this Subpart, a lessor of target housing shall disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards; provide available records and reports; provide the lessee with a lead hazard information pamphlet; and attach specific disclosure and warning language to the leasing contract before the lessee is obligated under a contract to lease target housing.
8. The term “target housing” is defined at 40 C.F.R. § 745.103, to mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.
9. The term “residential dwelling” is defined at 40 C.F.R. § 745.103, to mean a single-family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
10. The term “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.
11. 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.
12. The term “agent” is defined at 40 C.F.R. § 745.103, to mean any party who enters into a contract with a lessor, including any party who enters into a contract with a representative of the lessor, for the purpose of leasing target housing.
13. 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, in the language of the contract (e.g., English, Spanish): a Lead Warning Statement with the following language: “Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet

on lead poisoning prevention.”

14. 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, in the language of the contract (e.g., English, Spanish): a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
15. Pursuant to 40 C.F.R. § 745.113(b)(3), each contract to lease target housing shall include, as an attachment or within the contract, in the language of the contract (e.g., English, Spanish): a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.
16. Pursuant to 40 C.F.R. § 745.113(b)(4), each contract to lease target housing shall include, as an attachment or within the contract, in the language of the contract (e.g., English, Spanish): a statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of 40 C.F.R. § 745.113 and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
17. Pursuant to 40 C.F.R. § 745.115(a), each agent shall ensure compliance with all requirements of 40 C.F.R. Part 745, Subpart F. To ensure compliance, the agent shall:
 - a. Pursuant to 40 C.F.R. § 745.115(a)(1), inform the lessor of his/her obligations under 40 C.F.R. §§ 745.107, 745.110, and 745.113.
 - b. Pursuant to 40 C.F.R. § 745.115(a)(2), ensure that the lessor has performed all activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of 40 C.F.R. §§ 745.107, 745.110, and 745.113.
18. Persons who violate 40 C.F.R. Part 745, Subpart F, are subject to civil penalties pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 40 C.F.R. Part 19.

IV. FINDINGS OF FACTS

19. Respondent is, and was at all times relevant to this CAFO, an “agent” that entered into contracts with “lessors” and acted on their behalf to offer contracts to lease “residential dwellings” that are “target housing” as those terms are defined at 40 C.F.R. § 745.103.
20. On November 6, 2023, an inspector with the EPA conducted an inspection at Respondent’s place of business located at 1630 Meeting Street, #205, Charleston, South Carolina 29405, for the purpose of evaluating Respondent’s compliance with the requirements of 40 C.F.R. Part 745, Subpart F.

21. At the time of the inspection, the EPA requested copies of Respondent's records to determine its compliance with 40 C.F.R. Part 745, Subpart F. Respondent stated that it did not have records available in the office but would submit records to the EPA after the inspection.
22. On November 27, 2023, Respondent submitted records to the EPA for review to evaluate its compliance with 40 C.F.R. Part 745, Subpart F.
23. Based on a review of Respondent's records, the EPA determined that Respondent, acting in its capacity as an agent on behalf of lessors, had entered into contracts to lease the residential dwellings that are target housing (constructed before 1978) at the following locations on the specified dates listed below:
 - a. 10 Porters Court, Charleston, South Carolina 29401, built in 1852, lease entered into on October 13, 2023;
 - b. 56 Oak Forest Drive, Charleston, South Carolina 29407, built in 1955, lease entered into on August 28, 2023;
 - c. 750 West Oak Forest Drive, Charleston, South Carolina 29407, built in 1957, lease entered into on August 4, 2023;
 - d. 24 Larnes Street, Charleston, South Carolina 29403, built in 1935, lease entered into on August 3, 2023;
 - e. 5630 Read Street, North Charleston, South Carolina 29406, built in 1954, lease entered into on June 22, 2023;
 - f. 1224 Venning Road, Mount Pleasant, South Carolina 29464, built in 1969, lease entered into on May 23, 2023;
 - g. 33 Kracke Street, Charleston, South Carolina 29403, built in 1930, lease entered into on May 22, 2023; and
 - h. 4494 Durant Avenue, North Charleston, South Carolina 29405, built in 1947, lease entered into on March 7, 2023.
24. A review of the records provided by Respondent failed to indicate that prior to entering into the leases referenced in Paragraph 23, Respondent had:
 - a. Included as an attachment or within the contracts to lease target housing the appropriate Lead Warning Statement as required by 40 C.F.R. § 745.113(b)(1);
 - b. Included as an attachment or within the contracts to lease target housing a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards as required by 40 C.F.R. § 745.113(b)(2); and
 - c. Included as an attachment or within the contract to lease target housing, a statement by

the lessee affirming receipt of the information required under 40 C.F.R. § 745.113(b)(2) and 40 C.F.R. § 745.113(b)(3), and the lead hazard pamphlet required under 15 U.S.C. § 2686 as required by 40 C.F.R. § 745.113(b)(4).

V. ALLEGED VIOLATIONS

25. Based on the EPA's inspection and review of Respondent's records as noted in Section IV of this CAFO, the EPA has determined that prior to offering and entering into contracts for the lease of residential dwellings that are target housing, Respondent failed to:
- a. Include as an attachment or within the contract to lease target housing the appropriate Lead Warning Statement, in violation of 40 C.F.R. § 745.113(b)(1);
 - b. Include as an attachment or within the contract to lease target housing a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, in violation of 40 C.F.R. § 745.113(b)(2); and
 - c. Include as an attachment or within the contract to lease target housing, a statement by the lessee affirming receipt of the information required under 40 C.F.R. § 745.113(b)(2) and 40 C.F.R. § 745.113(b)(3), and the lead hazard pamphlet required under 15 U.S.C. § 2686, in violation of 40 C.F.R. § 745.113(b)(4).

VI. STIPULATIONS

26. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
27. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- a. admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
 - b. neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
 - c. consents to the assessment of a civil penalty as stated below;
 - d. consents to the conditions specified in this CAFO;
 - e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
 - f. waives its rights to appeal the Final Order accompanying this CAFO.
28. For the purpose of this proceeding, Respondent:
- a. agrees that this CAFO states a claim upon which relief may be granted against

Respondent;

- b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- c. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- d. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO;
- e. waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement;
- f. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of 40 C.F.R. Part 745, Subpart F, and the Act, and that all violations alleged herein, which are neither admitted nor denied, have been corrected; and
- g. agrees to comply with the terms of the CAFO.

29. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

30. Based on the Respondent's substantiated ability to pay claim, and in accordance with the Act, the EPA has determined that **THIRTY-ONE THOUSAND, FOUR HUNDRED DOLLARS (\$31,400.00)** is an appropriate civil penalty to settle this action, which the Respondent consents to pay as follows:
- a. The civil penalty will be paid in thirty-six (36) installments in order to complete payment of the entire civil penalty including interest. Including the civil penalty and interest, the total amount that will be paid upon completion of all payments will be \$34,755.68. The first payment will be due within thirty (30) days of the Effective Date of this CAFO, which is upon its filing with the Regional Hearing Clerk. Respondent's subsequent payments shall thereafter be due in thirty (30) day intervals from said Effective Date.
 - b. Respondent shall make payments in accordance with the following schedule:

Payment No.	Principal Amount	Interest Amount	Date Payment Due (From Effective Date of this CAFO)	Total Payment Amount
1	\$872.22	\$0.00	<i>Within 30 days</i>	\$872.22
2	\$872.22	\$356.16	<i>Within 60 days</i>	\$1,228.38
3	\$872.22	\$172.99	<i>Within 90 days</i>	\$1,045.21
4	\$872.22	\$167.90	<i>Within 120 days</i>	\$1,040.13
5	\$872.22	\$151.96	<i>Within 150 days</i>	\$1,024.18
6	\$872.22	\$147.21	<i>Within 180 days</i>	\$1,019.43
7	\$872.22	\$152.64	<i>Within 210 days</i>	\$1,024.86
8	\$872.22	\$147.55	<i>Within 240 days</i>	\$1,019.77
9	\$872.22	\$142.46	<i>Within 270 days</i>	\$1,014.69
10	\$872.22	\$137.38	<i>Within 300 days</i>	\$1,009.60
11	\$872.22	\$132.29	<i>Within 330 days</i>	\$1,004.51
12	\$872.22	\$127.20	<i>Within 360 days</i>	\$999.42
13	\$872.22	\$122.11	<i>Within 390 days</i>	\$994.33
14	\$872.22	\$117.02	<i>Within 420 days</i>	\$989.25
15	\$872.22	\$111.94	<i>Within 450 days</i>	\$984.16
16	\$872.22	\$106.85	<i>Within 480 days</i>	\$979.07
17	\$872.22	\$101.76	<i>Within 510 days</i>	\$973.98
18	\$872.22	\$90.23	<i>Within 540 days</i>	\$962.45
19	\$872.22	\$91.58	<i>Within 570 days</i>	\$963.81
20	\$872.22	\$86.50	<i>Within 600 days</i>	\$958.72
21	\$872.22	\$81.41	<i>Within 630 days</i>	\$953.63

22	\$872.22	\$76.32	<i>Within 660 days</i>	\$948.54
23	\$872.22	\$71.23	<i>Within 690 days</i>	\$943.45
24	\$872.22	\$66.14	<i>Within 720 days</i>	\$938.37
25	\$872.22	\$61.06	<i>Within 750 days</i>	\$933.28
26	\$872.22	\$55.97	<i>Within 780 days</i>	\$928.19
27	\$872.22	\$50.88	<i>Within 810 days</i>	\$923.10
28	\$872.22	\$45.79	<i>Within 840 days</i>	\$918.01
29	\$872.22	\$40.70	<i>Within 870 days</i>	\$912.93
30	\$872.22	\$35.62	<i>Within 900 days</i>	\$907.84
31	\$872.22	\$30.53	<i>Within 930 days</i>	\$902.75
32	\$872.22	\$25.44	<i>Within 960 days</i>	\$897.66
33	\$872.22	\$20.35	<i>Within 990 days</i>	\$892.57
34	\$872.22	\$15.26	<i>Within 1020 Days</i>	\$887.49
35	\$872.22	\$10.18	<i>Within 1050 days</i>	\$882.40
36	\$872.22	\$5.09	<i>Within 1080 days</i>	\$877.31
Total:	\$31,400.00	\$3,355.68		\$34,755.68

- c. If Respondent fails to make one of the installment payments in accordance with the schedule set forth above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable to pay a non-payment penalty and other charges as described below in Paragraph 34 in the event of any such failure or default.
- d. Further, if Respondent fails to pay the installment payments in accordance with the schedule set forth above, the EPA may take action as set forth below in Paragraph 35.
- e. Notwithstanding Respondent's agreement to pay the assessed civil penalty in

accordance with the installment schedule set forth above, Respondent may pay the entire civil penalty of **\$31,400.00**, within thirty (30) days of the Effective Date of this CAFO 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 interest accrued up to the date of such full payment.

31. The Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025 *Executive Order on Modernizing Payments To and From America's Bank Account*, Respondent shall pay using one of the electronic payments methods listed on <https://www.epa.gov/financial/makepayment> and will not pay with a paper check. In addition, the Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. TSCA-04-2024-6115(b).
32. Respondent shall send proof of payment **via email**, within twenty-four (24) hours of each payment of the civil penalty, to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and

Yvonne Lawson
U.S. Environmental Protection Agency, Region 4
lawson.yvonne@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReivable@epa.gov

33. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with Respondent's name and Docket No. TSCA-04-2024-6115(b).
34. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following

amounts on any amount overdue:

- a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. Any portion of the civil penalty paid within thirty (30) days of the Effective Date of this CAFO shall have the interest waived. However, for any portion of the civil penalty not paid within thirty (30) days of the Effective Date of this CAFO, interest will accrue from the Effective Date of this CAFO until the unpaid portion of the penalty and accrued interest is paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b)(2), and 40 C.F.R. § 13.11(a).
 - b. Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. 40 C.F.R. § 13.11(c).
 - c. Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.
35. In addition to what is stated in the prior Paragraph, if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:
- a. refer the debt to a credit reporting agency or a collection agency (*see* 40 C.F.R. §§ 13.13 and 13.14);
 - b. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (*see* 40 C.F.R. Part 13, Subparts C and H);
 - c. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, (*see* 40 C.F.R. § 13.17); and/or
 - d. refer the debt to the Department of Justice for litigation as provided in 40 C.F.R. § 13.33.
36. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.
37. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send a completed Form 1098-F ("Fines, Penalties, and Other Amounts") to the Internal Revenue Service (IRS) annually with respect to any court order and settlement agreement (including

administrative settlements), that requires a payor to pay an aggregate amount that the 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." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (for example, a copy of Form 1098-F). In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete a Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed Form W-9 includes Respondent's correct Tax Identification Number (TIN) or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to the EPA Region 4's Cincinnati Finance Center contact, Jessica Henderson (henderson.jessica@epa.gov), on or before the date that Respondent's initial penalty payment is due, pursuant to Paragraph 30 of this CAFO, and the EPA recommends encrypting Form W-9 email correspondence;
- d. In the event that Respondent has certified in its completed Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent by the date that its initial penalty payment is due, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - i. notify the EPA's Cincinnati Finance Center of this fact, via email, by the date that Respondent's initial penalty payment is due; and
 - ii. provide the EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN; and
- e. Failure to comply with providing Form W-9 or TIN may subject Respondent to a penalty. See 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1.

VIII. EFFECT OF THE CAFO

38. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
39. Pursuant to 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
40. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable

provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.

41. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.
42. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
43. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns.
44. Any change in the legal status of Respondent, or changes pertaining to its management of the residential dwellings identified in Paragraph 23, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
45. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
46. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
47. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
48. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
49. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
50. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was

materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

51. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

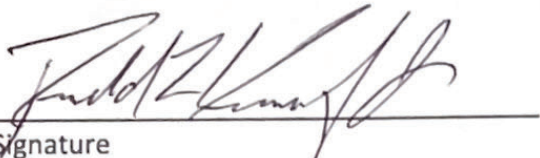
52. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

[Remainder of Page Intentionally Left Blank

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement, In the Matter of **Happy Homes Property Manager, LLC**, Docket No. **TSCA-04-2024-6115(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

 9/17/25
Signature Date
Printed Name: Ronald L. Krauskopf Jr.
Title: Owner
Address: 770 Rutledge Ave. Charleston, SC 29403

The foregoing Consent Agreement, In the Matter of **Happy Homes Property Manager, LLC**, Docket No. **TSCA-04-2024-6115(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Happy Homes Property Manager, LLC

Respondent.

Docket No. **TSCA-04-2024-6115(b)**

FINAL ORDER

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

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

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing "Consent Agreement" and "Final Order," In the Matter of **Happy Homes Property Manager, LLC**, Docket No. **TSCA-04-2024-6115(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Ronald L. Krauskopf Jr., Owner
Happy Homes Property Manager, LLC
ron@happyhomespm.com
843-608-8845

To EPA: Yvonne Lawson, Case Development Officer
lawson.yvonne@epa.gov
404-562-9205

Ximena Vasquez, Attorney
vasquez.maria-ximena@epa.gov
404-562-9548

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov