



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

**AUG 28 2018**

REPLY TO THE ATTENTION OF:

LC-17J

**CERTIFIED MAIL 7014 2870 0002 9580 6576  
RETURN RECEIPT REQUESTED**

Timothy L. Whaley  
Training Program Manager  
Virginia College, LLC DBA Brightwood Career Institute  
332 Front Street, Suite 555  
LaCrosse, Wisconsin 54601

Expedited Settlement Agreement and Final Order In the Matter of Virginia  
College, LLC DBA Brightwood Career Institute  
Docket Number TSCA-05-2018-0013

Dear Mr. Whaley:

Enclosed please find a copy of a fully executed Expedited Settlement Agreement and Final Order in resolution of the above case. This document was filed on August 28, 2018, 2018 with the Regional Hearing Clerk.

The civil penalty in the amount of \$2,000 is to be paid in the manner described in paragraphs 6 and 7. Please be certain that the docket number is written on both the transmittal letter and on the check. Payment is due by September 27, 2018, 2018 (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,

Pamela Grace  
Pesticides and Toxics Compliance Section

Enclosure

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

IN THE MATTER OF:

Virginia College, LLC DBA  
Brightwood Career Institute  
LaCrosse, Wisconsin

Respondent.



Docket No. TSCA-05-2018-0013

**EXPEDITED SETTLEMENT  
AGREEMENT AND  
FINAL ORDER**

EXPEDITED SETTLEMENT AGREEMENT AND FINAL ORDER

1. The United States Environmental Protection Agency (EPA) alleges that Virginia College, LLC DBA Brightwood Career Institute (Respondent) failed to comply with regulations promulgated under Section 402 of the Toxic Substances Control Act (TSCA), 42 U.S.C. § 2682, in violation of Section 409 of TSCA, 15 U.S.C. § 2689.
2. EPA alleges that on a number of occasions from April 11, 2017 through February 5, 2018, the Respondent's training program provided, offered, or claimed to provide EPA accredited lead-based paint activities, renovator or dust sampling courses in violation of TSCA as follows:

Respondent's training manager failed to provide EPA with notification no later than 10 days following completion of all renovator, dust sampling technician, or lead-based paint activities courses, pursuant to 40 C.F.R. § 745.225(c)(14), in violation of Section 409 of TSCA, 15 U.S.C. § 2689.

Respondent's training manager failed to provide EPA with notification at least 7 days prior to the start date of any lead-based paint activities courses offered, pursuant to 40 C.F.R. § 745.225(c)(13)(i), in violation of Section 409 of TSCA, 15 U.S.C. § 2689.
3. EPA and Respondent agree that settlement of this matter for a civil penalty of \$2,000 is in the public interest.
4. EPA is authorized to enter into this Expedited Settlement Agreement and Final Order ("Agreement") pursuant to Section 16 of TSCA and 40 C.F.R. § 22.13(b).
5. In signing this Agreement, Respondent: (1) admits that Respondent is subject the requirements in Paragraph 2 (above); (2) admits that EPA has jurisdiction over Respondent and Respondent's conduct as alleged herein; (3) neither admits nor denies the factual allegations contained herein; (4) consents to the assessment of this penalty; and (5) waives any right to contest the allegations contained herein, and its right to appeal the proposed Final Order attached hereto.
6. Not more than thirty (30) calendar days after the effective date of this Agreement, Respondent shall pay a civil penalty of \$2,000 for the TSCA violations identified in this Agreement by sending a cashier's or certified check, payable to "Treasurer, United States of America" to:

U.S. EPA  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, Missouri 63197-9000

The check must state the case title ("In the Matter of: Virginia College, LLC DBA Brightwood Career Institute"); and the docket number of this Agreement.

7. Respondent must send a notice of payment that states Respondent's name, complete address, and the case docket number (along with a photocopy of the check) to EPA, ATTN: Pamela Grace, 77 West Jackson Boulevard, Chicago, Illinois 60604, when it pays the penalty.
8. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Agreement shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.
9. If Respondent does not pay timely the civil penalty, EPA may refer this matter to the Attorney General who will recover such amount, plus interest, in the appropriate district court of the United States under Section 16(a) of TSCA, 15 U.S.C. § 2615(a). The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.
10. Interest will accrue on any amount overdue at a rate established pursuant to 31 U.S.C. § 3717. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a 6 percent per year penalty on any principal amount 90 days past due.
11. Upon the effective date of this Agreement and subsequent payment of the civil penalty as set forth in paragraph 3, Respondent shall be resolved of liability for federal civil penalties for the violations and facts only alleged herein.
12. This Agreement 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.
13. EPA reserves all of its rights to take enforcement action for any other past, present, or future violations by Respondent of TSCA, any other federal statute or regulation, or this Agreement.
14. This Agreement authorized by EPA's execution of the Final Order attached hereto constitutes a final order under 40 C.F.R. Part 22.
15. This Agreement does not affect Respondent's responsibility to comply with TSCA, 15 U.S.C. § 2601 *et seq.*, and other applicable federal, state, and local laws.
16. Respondent certifies that it is complying with Section 402 of TSCA, 15 U.S.C. § 2682, and its implementing regulations at 40 C.F.R. Part 745.
17. The terms of this Agreement bind Respondent, and its successors and assigns.
18. 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.

19. Upon signing and returning this Agreement to EPA, Respondent waives any and all remedies, claims for relief and other available rights to judicial or administrative review Respondent may have with respect to any issue of fact or law set forth in this Expedited Settlement Agreement, including the opportunity for a hearing or appeal pursuant to TSCA and 40 C.F.R. Part 22 and any right of judicial review under Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.
20. Each party shall bear its own costs and fees, if any.
21. This Agreement is binding on the parties signing below, and in accordance with 40 C.F.R. § 22.31(b) is effective upon filing.

IT IS SO AGREED:

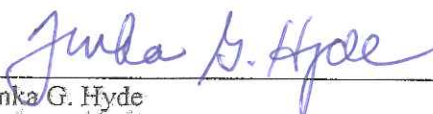
NAME (print): TIMOTHY L. WHALEY


TITLE (print): TRAINING PROGRAM MANAGER

SIGNATURE: 

DATE: AUGUST 9, 2018

APPROVED BY EPA:

  
Tinka G. Hyde  
Division Director  
Land and Chemicals Division  
United States Environmental Protection Agency  
Region 5

  
DATE: 8-26-18

**FINAL ORDER**

Pursuant to the authority of Section 16 of Toxic Substances Control Act, 15 U.S.C. §2615, and according to the terms of this Agreement; IT IS HEREBY ORDERED THAT:

1. Virginia College, LLC DBA Brightwood Career Institute ("Respondent") shall comply with all terms of the Expedited Settlement Agreement;
2. Respondent is assessed a civil penalty of \$2,000.00 (two thousand dollars and zero cents); and
3. Respondent shall, in accordance with the payment provisions set forth in the Expedited Settlement Agreement, make payment *via* a certified or cashier's check as described in the Expedited Settlement Agreement.

This Agreement shall be effective upon the filing of the Final Order by the Regional Hearing Clerk for the EPA, Region 5. Unless otherwise stated, all time periods herein shall be calculated in calendar days from such date. This Expedited Settlement Agreement and Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31.

**IT IS SO ORDERED.**

8/28/15  
Date

Ann L Coyle  
Ann Coyle  
Regional Judicial Officer  
United States Environmental Protection Agency  
Region 5

In the matter of: Virginia College LLC, DBA Brightwood Career Institute  
Docket Number: **TSCA-05-2018-0013**

**CERTIFICATE OF SERVICE**

I certify that I served a true and correct copy of the foregoing **Expedited Settlement Agreement and Final Order**, which was filed on August 28, 2018, in the following manner to the addressees:

Copy by Certified Mail  
Return-receipt:

Timothy L. Whaley  
Training Program Manager  
Virginia College, LLC DBA Brightwood Career Institute  
332 Front Street, Suite 555  
LaCrosse, Wisconsin 54601


Copy by E-mail to  
Attorney for Complainant:

Richard Murawski  
[murawski.richard@epa.gov](mailto:murawski.richard@epa.gov)

Copy by E-mail to  
Regional Judicial Officer:

Ann Coyle  
[coyle.ann@epa.gov](mailto:coyle.ann@epa.gov)

Dated:

August 28, 2018   
LaDawn Whitehead  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 5

CERTIFIED MAIL RECEIPT NUMBER:

7014 2870 0001 9580 6576