

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1201 Elm Street, Suite 500
Dallas, Texas 75270**

In the Matter of	§	
	§	
Flipnmove Productions; and	§	Docket No. TSCA-06-2020-6137
EQ Media, Inc.,	§	
	§	
Respondents.	§	

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

The U.S. Environmental Protection Agency, Region 6 (EPA or Complainant), and Flipnmove Productions and EQ Media, Inc. (Respondents) have agreed to a settlement of this action before the filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

1. This proceeding is an administrative action for the assessment of civil penalties initiated pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a).
2. This Consent Agreement and Final Order serves as notice that the EPA has reason to believe that Respondents have 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 E.

Parties

3. Complainant is the Director of Enforcement and Compliance Assurance Division of the EPA, Region 6, as duly delegated by the Administrator of the EPA and the Regional Administrator, EPA, Region 6.

4. Respondent Flipnmove Productions is a corporation registered in California and conducting business in the state of Texas.

5. Respondent EQ Media, Inc. is a corporation registered in Texas and conducting business in the state of Texas.

Statutory and Regulatory Background

6. TSCA was amended with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 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. One of the stated purposes of the Act is to implement a broad program to reduce lead-based paint hazards in the Nation’s housing stock. 42 U.S.C. § 4851.

7. Pursuant to Sections 402, 406, and 407 of TSCA, 15 U.S.C. § 2682, 2686, and 2687, the EPA promulgated the Lead, Renovation, Repair and Painting (RRP) Rule at 40 C.F.R. Part 745, Subpart E - Residential Property Renovation, to ensure that owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin; and individuals and firms performing renovations are certified and following work practice standards during the renovations. 40 C.F.R. § 745.80.

8. The requirements set forth in the regulations at 40 C.F.R. Part 745, Subpart E, Residential Property Renovation, apply to all renovations performed for compensation in target

housing and child-occupied facilities, unless otherwise excluded as set forth in 40 C.F.R.

§ 745.82.

9. The regulation at 40 C.F.R. § 745.83 defines “renovation” as 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 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, ceilings, 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.

10. Section 401(17) of TSCA, 15 U.S.C. § 2681(17), defines “target housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities or any zero-bedroom dwelling (unless any child who is less than six years of age resides or is expected to reside in such housing).

11. The regulation at 40 C.F.R. § 745.83 defines “firm” as 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.

12. The regulation at 40 C.F.R. § 745.87(a) provides that failure or refusal to comply with any provision of 40 C.F.R. Part 745, Subpart E, 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 E.

13. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), as amended, and 40 C.F.R. § 745.87(d), authorize a civil penalty of not more than \$37,500 per day for violations of Section 409 of TSCA, 15 U.S.C. § 2689. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, as amended, and the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these statutory maximum penalties to \$40,576 for violations that occur after November 2, 2015, and for which penalties are assessed on or after January 13, 2020.

EPA General Factual Allegations

14. On or about July 19, 2018, the EPA conducted an inspection pursuant to Section 11 of TSCA, 15 U.S.C. § 2610, to evaluate Respondents' compliance with TSCA and the RRP Rule, at a renovation worksite located at 2145 County Road 4680, Boyd, Texas 76023.

15. On July 17, 2020, the EPA conferred with Respondents regarding the violations alleged herein and provided an opportunity for Respondents to submit additional information or materials.

16. Respondents are, and at all times referred to herein were, each a "person" and "firm" as defined by 40 C.F.R. § 745.83.

17. At the time of the EPA inspection, and at all times relevant to this Consent Agreement and Final Order, Respondents were engaged in "renovations" as defined by 40 C.F.R. § 745.83.

18. At the time of the EPA inspection, and at all times relevant to this Consent Agreement and Final Order, Respondents were engaged in "renovations... for compensation" per 40 C.F.R. § 745.82(a), of at least thirty-one (31) structures (Structures), all located at 2145 County Road 4680, Boyd, Texas 76023.

19. Each of the Structures are “target housing” as defined by Section 401(17) of TSCA, 15 U.S.C. § 2681(17).

20. As a result of the EPA inspection and additional information obtained by the EPA, Complainant has determined that violations of the RRP Rule, 40 C.F.R. Part 745, Subpart E, and Section 409 of TSCA, 15 U.S.C. § 2689, occurred as a result of Respondents’ renovation activities associated with the Structures.

EPA Allegations of Violation

21. The facts stated in the EPA General Factual Allegations above are herein incorporated.

22. Complainant hereby states and alleges that Respondents have violated TSCA and federal regulations promulgated thereunder as follows:

Count 1

23. With certain exceptions not relevant here, 40 C.F.R. § 745.81(a)(2)(ii) prohibits firms from performing, offering, or claiming to perform renovations without certification from EPA under 40 C.F.R. § 745.89 in target housing or child-occupied facilities. Pursuant to 40 C.F.R. § 745.89(a)(1), firms that perform renovations for compensation must apply to EPA for certification to perform renovations.

24. As a firm performing renovations for compensation, Respondents were required to obtain certifications from the EPA prior to performing, offering, or claiming to perform renovations in target housing.

25. Respondents failed to obtain certification under 40 C.F.R. § 745.89 prior to performing, offering, or claiming to perform renovations in target housing.

26. Respondents’ failure to obtain certification under 40 C.F.R. § 745.89 prior to

performing, offering, or claiming to perform renovations in target housing is a violation of 40 C.F.R. § 745.81(a)(2)(ii) and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 2 - 32

27. Pursuant to 40 C.F.R. § 745.89(d)(2), firms performing renovations must ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

28. As a firm performing renovations, Respondents were responsible for ensuring that a certified renovator was assigned to each of the thirty-one (31) renovations performed on the Structures.

29. At the time of the inspection, Respondents did not have any certified renovators on their staff and failed to assign a certified renovator to each of the thirty-one (31) renovations performed on the Structures.

30. Respondents' failures to assign a certified renovator to each of the thirty-one (31) renovations on the Structures are violations of 40 C.F.R. § 745.89(d)(2) and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 33 - 63

31. Pursuant to 40 C.F.R. § 745.89(d)(3), firms must ensure that all renovations performed by the firm are performed in accordance with the work practice standards in 40 C.F.R. § 745.85.

32. As a firm performing renovations, Respondents were responsible for ensuring that each of the thirty-one (31) renovations performed on the Structures were performed in accordance with the work practice standards in 40 C.F.R. § 745.85.

33. Respondents failed to ensure that each of the thirty-one (31) renovations on the

Structures were performed in accordance with the work practice standards in 40 C.F.R. § 745.85, including but not limited to: (a) posting signs clearly defining the work area pursuant to 40 C.F.R. § 745.85(a)(1); (b) containing waste from renovation activities in the work area before the waste is removed pursuant to 40 C.F.R. § 745.85(a)(4)(i); and (c) storing waste collected from renovation activities under containment pursuant to 40 C.F.R. § 745.85(a)(4)(ii); (b)

34. Respondents' failures to ensure that each of the thirty-one (31) renovations on the Structures were performed in accordance with the work practice standards in 40 C.F.R. § 745.85 are violations of 40 C.F.R. § 745.89(d)(3) and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 64 - 94

35. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations must 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 completion of the renovation.

36. Pursuant to 40 C.F.R. § 745.86(b)(6), one of the records that must be retained for inspection is documentation of compliance with the requirements of 40 C.F.R. § 745.85, including documentation that a certified renovator was assigned to the project, that the certified renovator provided on-the-job training for all workers used on the project, that the certified renovator performed or directed workers who performed all of the tasks described in 40 C.F.R. § 745.85(a), and that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).

37. As a firm performing renovations, Respondents were responsible for retaining records demonstrating compliance with the work practice standards of 40 C.F.R. § 745.85.

38. Respondents failed to retain records demonstrating compliance with the requirements of 40 C.F.R. § 745.85 for each of the thirty-one (31) renovations on the Structures

as required by 40 C.F.R. §§ 745.86(a) and 745.86(b)(6).

39. Respondents' failures to retain records demonstrating compliance with the requirements of 40 C.F.R. § 745.85 for each of the thirty-one (31) renovations on the Structures are violations of 40 C.F.R. § 745.86(a) and 745.86(b)(6) and Section 409 of TSCA, 15 U.S.C. § 2689.

CONSENT AGREEMENT

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

- a. admit the jurisdictional allegations set forth herein;
- b. neither admit nor deny the specific factual allegations stated herein;
- c. consent to the assessment of a civil penalty, as stated herein;
- d. consent to the issuance of any specified compliance or corrective action order;
- e. consent to any conditions specified herein;
- f. consent to any stated Permit Action;
- g. waive any right to contest the allegations set forth herein; and
- h. waive their rights to appeal the Final Order accompanying this Consent Agreement.

41. Respondents consent to the issuance of this Consent Agreement and Final Order and consent for the purposes of settlement to the payment of the civil penalty specified herein.

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

Penalty Payment

43. The EPA has considered the appropriateness of the penalty pursuant to Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), and has determined that the appropriate

penalty for the alleged violations herein is Two Hundred Seventy-Eight Thousand Thirty-Seven dollars (\$278,037).

44. Pursuant to Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), the EPA agrees to remit Two Hundred Forty-Eight Thousand Thirty-Seven dollars (\$248,037) of the civil penalty, for the alleged violations herein, conditioned upon Respondents' compliance with all the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order below, to EPA's satisfaction.

45. EPA and Respondents agree that, in compromise of the claims alleged in this Consent Agreement and Final Order, and upon satisfaction of the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order, Respondents shall pay a civil penalty of Thirty Thousand dollars (\$30,000) as set forth below.

46. Respondents shall pay the penalty within thirty (30) days of the effective date of the Final Order. Such payment shall identify Respondents by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, Missouri 63197-9000

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

47. A copy of the check or other information confirming payment shall simultaneously be sent by electronic mail to the following:

Lorena S. Vaughn
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ORC)
Dallas, Texas 75270-2102
vaughn.lorena@epa.gov; and

Chuck Barnes
Enforcement and Compliance Assurance Division
Toxics Enforcement Section
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ECDST)
Dallas, Texas 75270-2101
barnes.chuck@epa.gov

48. Respondents understand that their failure to timely pay any portion of the civil penalty may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall begin to accrue on a civil or stipulated penalty from the date of delinquency until such civil or stipulated penalty and any accrued interest are paid in full. 31 C.F.R. § 901.9(b)(1). Interest will be assessed at a rate of the United States Treasury Tax and loan rates in accordance with 31 U.S.C. § 3717. Additionally, a charge will be assessed to cover the costs of debt collection including processing and handling costs, and a non-payment penalty charge of six percent (6%) per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. 31 U.S.C. § 3717(e)(2).

Compliance Requirements

49. Respondents shall henceforth comply with all applicable requirements of Sections 402, 406, and 407 of TSCA, 15 U.S.C. § 2682, 2686, and 2687, and the implementing regulations of those sections at 40 C.F.R. Part 745 in connection with any regulated renovations.

Conditions

Respondents and the EPA agree, in compromise of the civil penalty described above that otherwise may be imposed herein, that Respondent shall complete the following conditions of settlement, as expeditiously as possible, but in no event later than the date specified, or as otherwise agreed as set forth in the Extension paragraph below:

50. Existing Episodes of Texas Flip N Move Banner Project

- a. Within ninety (90) days of the effective date of this Consent Agreement and Final Order, Respondents shall cause banners (graphic overlay) to be placed on two episodes of Texas Flip N Move, identified as HTFAM-103H and HTFAM-1113, being aired in a linear (broadcast/cable) and non-linear (on demand streaming) format.
- b. Unless otherwise agreed by the Parties in writing, the banners shall read, collectively or singularly as follows:
 - i. Banner 1 – For more info on lead-based paint hazards refer to federal and state environmental agencies.
 - ii. Banner 2 – Always use a contractor certified by state and federal guidelines.
- c. At a minimum, the banners described in b. above shall display on the referenced episodes during the following time periods of the episode, and elsewhere during the episode as practicable:
 - i. HTFAM-1013H, for 2 minutes and 30 seconds, beginning at 11:20; and
 - ii. HTFAM-1113, for 3 minutes, beginning at 8:11.

If the banners are displayed in a flashing format, off and on, the banners shall display consistently at minimum for 20 seconds to allow for reasonable audience reading, and in total, 1 minute during the time periods referenced.

- d. Respondents shall cause the banners to be placed on the referenced

episodes for a total period of two (2) years, beginning on the initial date the banner is displayed, or until such time the episodes are no longer aired in linear or non-linear format.

51. EQ Media Website Projects

- a. EPA Links on Show Highlights: Within ninety (90) days from the effective date of this Consent Agreement and Final Order, Respondents shall input and provide links to the EPA Lead website page, www.epa.gov/lead, and the EPA Renovation, Repair and Painting Program website page, www.epa.gov/lead/lead-renovation-repair-and-painting-program, on each webpage within the EQ Media website, www.eqmedia.group, that highlights any show involved in the renovation of target housing, including but not limited to Texas Flip N Move. The links shall be placed in a location and formatted in a font that is easily identifiable. Beginning from the initial date of display, the links shall display on each webpage for a total period of two (2) years.
- b. Lead-Based Paint Information Page:
 - i. Within ninety (90) days from the effective date of this Consent Agreement and Final Order, Respondents shall build and submit to EPA for review a private webpage on the EQ Media website, www.eqmedia.group, that contains detailed information about the hazards of lead-based paint, providing text and links to relevant sources of information, including the EPA's lead page, and specific descriptions regarding the need to use a certified

renovator and follow lead-safe work practices for renovations in target housing.

- ii. Within ten (10) days of the EPA's review and approval of the Lead-Based Paint Information Page, Respondents shall cause the webpage to be made public for a total period of two (2) years.

52. Episode(s) of No Demo Reno Project

- a. Respondent shall integrate the following elements related to RRP into episodes of No Demo Reno, a television show being produced by Respondent EQ Media, Inc.:
 - i. Discussion of lead-based paint in homes built prior to 1978 and its continuing presence in older homes;
 - ii. General discussion of the danger of human exposure to lead-based paint, especially to children.
 - iii. General discussion of the RRP Rule and recommendation that viewers check the EPA regulations, as well as their local and state regulations, before renovating a home built prior to 1978;
 - iv. Discussion of the benefit of using certified firms and renovators;
 - v. Visual depiction of no less than four (4) of the safe work practice standards described in 40 C.F.R. § 745.85; and
 - vi. Discussion or depiction of no less than one (1) example of post-renovation cleaning verification pursuant to 40 C.F.R. § 745.85(b).

Integration of the above elements can be split between two (2) episodes, or

combined into one (1) episode of No Demo Reno.

- b. The content and integration of the above described elements will be developed in consultation with the EPA.
- c. The No Demo Reno episode shall air at least once in a linear (broadcast/cable) format within two (2) years of the effective date of this Order.
- d. After receiving notice from the network, Respondents shall provide the EPA notice of the scheduled airing to the contact information listed below, within four (4) days prior to the episode's scheduled airing or within twenty-four (24) hours of receiving notice if the notice is not received within four (4) days prior to the scheduled airing, and shall notify the EPA as soon as is practical after receiving notice of any change in the episode's scheduled airing.

53. Abatement Project

- a. Within one (1) year of the effective date of this Consent Agreement and Final Order, Respondents shall use a third-party entity, licensed and/or certified by the State of Texas, to perform lead abatement activities in six (6) target-housing units, or child-occupied facilities, as defined at 40 C.F.R. § 745.83, in or about the Dallas Fort Worth (DFW), Texas area.
- b. Focus - The focus of this Abatement Project shall be lead abatement at low-income residences or child-occupied facilities where children age six (6) and under and/or pregnant women reside or regularly visit, and whose occupants are unable to afford the costs of such abatement work.

- c. Post-Abatement – Respondents shall use a third-party entity, licensed and/or certified by the state of Texas, that is an entity separate from the third-party entity performing the abatement work, to certify the abatement, following the abatement work performed on each residence or facility.
- d. Abatement Laws – Respondents shall require that the entities perform the lead-based paint abatement work in accordance with all applicable federal, state, and local laws.
- e. State Notification – Within thirty (30) days of the effective date of this CAFO, and prior to the beginning of any abatement work pursuant to this section, Respondents or their third-party entities/persons shall send notice to the Texas Department of State Health Services, informing the State of Texas of Respondents’ intent to complete this Abatement Project and requesting compliance and procedural information pertaining to performance of the Abatement Project. A copy of the notice shall be sent to EPA at the contact information listed below.

54. Substitute Conditions:

- a. If Respondents, despite their documented best commercially reasonable efforts, are unable to cause the banners to be displayed consistent with the conditions set forth above in Existing Episodes of Texas Flip N Move Banner Project, the following conditions are substituted: Respondent shall cause to be completed one (1) abatement of a target-housing unit, or child-occupied facility consistent with the conditions set forth above in Abatement Project.

- b. If Respondents, despite their documented best commercially reasonable efforts, are unable to cause the airing of No Demo Reno consistent with the conditions set forth above in Episode(s) of No Demo Reno Project, the following conditions are substituted: Respondent shall cause to be completed two (2) abatements of a target-housing unit, or child-occupied facility consistent with the conditions set forth above in Abatement Project.

55. Extension: If for reasons beyond Respondents' control, it becomes impracticable or impossible for Respondents to satisfy any of the conditions or substituted conditions described above in this Consent Agreement and Final Order, Respondents and EPA shall agree on a reasonable extension of the original deadline. Respondents shall submit a request to the EPA in writing no later than either two (2) weeks prior to the completion deadline or as soon as the delay causing the deadline becomes reasonably known to Respondents. The EPA shall grant reasonable requests for extension or shall grant a shorter extension as is reasonable under the circumstances.

56. Respondents shall ensure that all content used by Respondents to satisfy the foregoing conditions is consistent with the requirements of the RRP Rule in 40 C.F.R. Part 745, Subpart E. and the Texas Environmental Lead Reduction Rules in 25 T.A.C. §§ 201–220.

57. Respondents agree to the extent that Respondent has the right to grant rights, that the EPA shall have the non-exclusive right to use, republish, and disseminate all content developed and owned by Respondents to satisfy any of the conditions in this Consent Agreement and Final Order for the purposes of education regarding lead-based paint issues. Respondents do not hereby purport to grant rights to any content developed or owned by others.

58. Respondents shall submit compliance reports to the EPA, beginning sixty (60) days from the effective date of this Consent Agreement and Final Order, and continuing every six (6) months until completion of the Projects. Respondents shall describe in the compliance reports how Respondents have complied with the conditions for the Projects set forth above and include the following information:

- a. The date the banners referenced in Existing Episodes of Texas Flip N Move Banner Project are displayed on the episodes.
- b. The date the EPA website links are displayed on the EQ Media website;
- c. The date the Lead-Based Paint Information Page is made public;
- d. The date the Episode of No Demo Reno Project is delivered to its network owner, and if aired, the date aired;
- e. The start date and conclusion date for each abatement performed
- f. Documentation, including links or clips, of the material aired and disseminated; and
- g. Whether any conditions have been substituted consistent with Substituted Conditions above.

59. The compliance reports shall be submitted by electronic mail to:

Chuck Barnes
Enforcement and Compliance Assurance Division
Toxics Enforcement Section
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ECDST)
Dallas, Texas 75270-2101
barnes.chuck@epa.gov; and

Clarissa Howley Mills
Office of Regional Counsel
RCRA and Toxics Enforcement Section
U.S. Environmental Protection Agency, Region 6

1201 Elm Street, Suite 500 (ORCER)
Dallas, Texas 75270-2101
mills.clarissa@epa.gov

60. Prior to making a determination that Respondents have failed to comply with any term or condition set forth in the Conditions section, including submission of compliance reports, the EPA will give Respondents written notice of such deficiencies and provide Respondents at least thirty (30) days to respond as to why such asserted deficiencies do not exist or to cure such deficiencies.

61. Non-Remittance Order: If Respondents have failed to comply with any material term or condition set forth in the Conditions section, fully and satisfactorily, including submission of the compliance reports, the EPA may issue a Non-Remittance Order requiring Respondents to pay the remaining Two Hundred Forty-Eight Thousand Thirty-Seven dollar (\$248,037) civil penalty referenced in the Penalty Payment section, or lesser amount, plus interest accrued from the effective date of this Consent Agreement and Final Order, as described in the Penalty Payment section. The EPA shall deduct any reasonably documented expenditures or project completions in determining the remaining penalty amount owed.

Effect of Settlement and Reservation of Rights

62. Full payment of the civil penalty and compliance with all the terms of this Consent Agreement shall only resolve Respondents' liabilities for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of TSCA or any other applicable law.

63. The effect of settlement described in the immediately preceding paragraph is conditioned upon the performance of the conditions set forth in the Conditions section of this Consent Agreement and Final Order and the accuracy of Respondents' representations to the

EPA, as memorialized in paragraph directly below. Failure to comply with the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order will void the release provided for in the immediately preceding paragraph.

64. Respondents certify by the signing of this Consent Agreement that they are presently in compliance with all requirements of Sections 402, 406, and 407 of TSCA, 15 U.S.C. §§ 2682, 2686, and 2687, and the implementing regulations of those sections at 40 C.F.R. Part 745.

65. Full payment of the penalty proposed and compliance with the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement and Final Order does not waive, extinguish or otherwise affect Respondents' obligations to comply with all applicable provisions of TSCA and regulations promulgated thereunder.

66. Complainant reserves the right to enforce the terms and conditions of this Consent Agreement and Final Order.

General Provisions

67. By signing this Consent Agreement, the undersigned representative of Respondents certify that they are fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the party it represents to this Consent Agreement.

68. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent

Agreement. This Consent Agreement and Final Order shall be effective upon the filing of the Final Order by the Regional Hearing Clerk for EPA, Region 6. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

69. The penalty specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State, and local taxes.

70. This Consent Agreement and Final Order shall apply to and be binding upon Respondents and Respondents' agents, successors and/or assigns. Respondents shall require that all contractors, employees, consultants, firms, or other persons or entities acting for Respondents with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

71. The EPA and Respondents agree to the use of electronic signatures for this matter. The EPA and Respondents further agree to electronic service of this Consent Agreement and Final Order by email to the following:

To EPA: *mills.clarissa@epa.gov*

To Respondents: *will@wdfarrarlaw.com*

**RESPONDENT
FLIPNMOVE PRODUCTIONS**

Date: Feb 1, 2021

By: Jesse Fawcett
Signature

Jesse Fawcett
Print Name

President
Title

**RESPONDENT
EQ MEDIA, INC.**

Date: FEB 01, 2021

By: GREG QUAIL
Signature

GREG QUAIL
Print Name

CEO
Title

**COMPLAINANT
U. S. ENVIRONMENTAL PROTECTION AGENCY**

Date: February 3, 2021

Cheryl T. Seager
Digitally signed by CHERYL SEAGER
DN: c=US, o=U.S. Government, ou=Environmental
Protection Agency, cn=CHERYL SEAGER,
0.9.2342.19200300.100.1.1=66001003651793
Date: 2021.02.03 12:43:21 -0600

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.

Respondents are 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 the violations and facts 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) obligations 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.

Rucki, Thomas Digitally signed by Rucki, Thomas
DN: cn=Rucki, Thomas,
email=Rucki.Thomas@epa.gov
Date: 2021.02.03 13:45:06 -06'00'

Thomas Rucki
Regional Judicial Officer

2/3/2021
Date

CERTIFICATE OF SERVICE

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

Copy via Email to Complainant:

mills.clarissa@epa.gov

Copy via Email to Respondents:

will@wdfarrarlaw.com

Dated this 3rd day of February, 2021.

CLARISSA MILLS

Digitally signed by CLARISSA MILLS
DN: c=US, o=U.S. Government, ou=Environmental
Protection Agency, cn=CLARISSA MILLS,
0.9.2342.19200300.100.1.1=68001003653451
Date: 2021.02.03 16:08:39 -06'00'

Signed