

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Sep 23, 2025

1:54 pm

U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

GREP Southeast, LLC

Respondent.

Docket No. **TSCA-04-2025-6106(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 GREP Southeast, LLC, a limited liability company based in Atlanta, Georgia. This proceeding pertains to Respondent's management of target housing located in Georgia, Florida, North Carolina, and South Carolina.

III. GOVERNING LAW

A. Requirements Pertaining to the Leasing of Target Housing

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 Section 401(17) of TSCA, 15 U.S.C. § 2681(17), and 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. 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.
14. 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 40 C.F.R. §§ 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2686.

15. Pursuant to 40 C.F.R. § 745.113(b)(5), 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), when one or more agents are involved in the transaction to lease target housing on behalf of the lessor: a statement that the agent has informed the lessor of the lessor's obligations under 42 U.S.C. § 4852d; and the agent is aware of his/her duty to ensure compliance with the requirements of Subpart F of 40 C.F.R. Part 745.
16. 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.

B. Requirements Pertaining to Repair, Renovation, and Painting of Target Housing

17. Pursuant to Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682 and 2686, the EPA promulgated the Residential Property Renovation Rules at 40 C.F.R. Part 745, Subpart E, including the Pre-Renovation Education Rule; Renovation, Repair, and Painting Rule; and the Lead-Based Paint Activities Rule. 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 any of the rules issued under 40 C.F.R. Part 745, Subpart E.
18. In accordance with 40 C.F.R. § 745.83, the definition of "target housing" found in the definitions set forth in 40 C.F.R. § 745.103, and restated in Paragraph 8 above, applies to the regulations in 40 C.F.R. Part 745, Subpart E.
19. The term "renovation" is defined at 40 C.F.R. § 745.83, to mean, in part, 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 at 40 C.F.R. § 745.223. The term renovation includes but is not limited to the following: 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)); and the removal of building components (e.g., walls, ceilings, plumbing, windows).
20. The term "firm" is defined at 40 C.F.R. § 745.83, to mean a company, partnership, corporation, sole proprietorship, or individual doing business, association or other business entity; a Federal, State, Tribal, or local government; or a nonprofit organization.
21. The term "pamphlet" is defined at 40 C.F.R. § 745.83, to mean, in part, the EPA pamphlet titled

“Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools” developed under Section 406(a) of TSCA for use in complying with Section 406(b) of TSCA, or any State or Tribal pamphlet approved by the EPA pursuant to 40 C.F.R. § 745.326 that is developed for the same purpose. This includes reproductions of the pamphlet when copied in full and without revision or deletion of material from the pamphlet (except for the addition or revision of State or local sources of information).

22. Pursuant to 40 C.F.R. § 745.81(a)(2)(ii), no firm may perform, offer, or claim to perform renovations without having obtained certification from the EPA under 40 C.F.R. § 745.89(a)(1), which requires firms that perform renovations for compensation to apply to the EPA for certification to perform renovations.
23. Pursuant to 40 C.F.R. § 745.89(d)(1), firms performing renovations must ensure that all individuals performing renovation activities are either certified renovators or have been trained by certified renovators in accordance with 40 C.F.R. § 745.90.
24. Pursuant to Section 406 of TSCA, 15 U.S.C. § 2686, and 40 C.F.R. § 745.84(a)(1), firms performing renovations are required to provide the owner or adult occupant of any residential unit of target housing with the lead hazard information pamphlet identified in Paragraph 21 no more than 60 days prior to beginning the renovation. Firms performing renovations must also obtain from the owner or adult occupant, a written acknowledgement that the owner has received the pamphlet or obtain a certificate of mailing at least seven days prior to the renovation.
25. Pursuant to 40 C.F.R. § 745.86, firms performing renovations must retain, and, if requested, make available to the EPA, all records to demonstrate compliance with Subpart E for a period of three years following completion of the renovation. Records that must be retained include, but are not limited to, documentation of compliance with the work practice standards, including documentation demonstrating that a certified renovator was assigned to the project, warning signs were posted at the entrances of the work area, and the work area was contained in accordance with the requirements.
26. Persons who violate 40 C.F.R. Part 745, Subparts E and 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

27. Respondent is, and was at all times relevant to this CAFO, an “agent” that offered contracts to lease “residential dwellings” that are “target housing” as those terms are defined at 40 C.F.R. § 745.103, and a “firm” that performs “renovations” for compensation as those terms are defined at 40 C.F.R. § 745.83.
28. On July 26, 2022, an inspector with the EPA conducted an inspection at Respondent’s place of business located at 521 East Morehead Street, Suite 400, Charlotte, North Carolina, as authorized under Section 11 of TSCA, 15 U.S.C. § 2610. During the inspection, the inspector requested that a representative of Respondent provide records for the inspector’s review. The representative advised that he would confer with Respondent’s management to determine the procedures for obtaining and producing the requested records, and that the records would be provided after the inspection.

29. On August 29, 2022, September 16, 2022, October 28, 2022, March 6, 2023, and March 7, 2023, Respondent submitted various electronic records to the EPA via email which were reviewed to evaluate Respondent's compliance with 40 C.F.R. Part 745, Subparts E and F.
30. Based on a review of Respondent's records, the EPA determined that Respondent, working as an agent on behalf of lessors, had entered into contracts to lease the residential dwellings that are target housing at the following locations on the specified dates listed below:
- a. 804 West Morgan Street, Unit #R3B, Raleigh, North Carolina 27603; Lease Date - May 26, 2022;
 - b. 2383 Akers Mill Road, Unit #D04, Atlanta, Georgia 30339; Lease Date - June 23, 2022;
 - c. 1 East Main Street, Unit #1453, Greenville, South Carolina 29611; Lease Date - June 23, 2022;
 - d. 255 Montgomery Street, Unit #0509, Savannah, Georgia 31401; Lease Date - July 1, 2022;
 - e. 804 West Morgan Street, Unit #E3B, Raleigh, North Carolina 27603; Lease Date - July 14, 2022;
 - f. 1 East Main Street, Unit #1448, Greenville, South Carolina 29611; Lease Date - July 22, 2022
 - g. 1912 Sandalwood Drive, Atlanta, Georgia 30350; Lease Date - July 23, 2022;
 - h. 2383 Akers Mill Road, Unit #T09, Atlanta, Georgia 30339; Lease Date - August 8, 2022;
 - i. 4414 Highland Parc Place SE, Marietta, Georgia 30067; Lease Date - August 9, 2022;
 - j. 100 10th Street NW, Floor Plan B2S, Atlanta, Georgia 30309; Lease Date - August 11, 2022;
 - k. 1204 Sandalwood Drive, Atlanta, Georgia 30350; Lease Date - August 11, 2022
 - l. 2346 Winkler Avenue, Unit #F202, Fort Myers, Florida 33901; Lease Date - August 12, 2022;
 - m. 100 10th Street NW, Apartment 902-B, Atlanta, Georgia 30309; Lease Date - August 19, 2022;
 - n. 2346 Winkler Avenue, Unit #J107, Fort Myers, Florida 33901; Lease Date - August 24, 2022;
 - o. 19135 US. Highway 19 North, Unit #A12, Clearwater, Florida 33764; Lease Date - September 1, 2022; and

- p. 19135 US. Highway 19 North, Unit #F09, Clearwater, Florida 33764; Lease Date - September 6, 2022.
31. The records submitted by Respondent to the EPA failed to document that prior to entering into the leases referenced in Paragraph 30, Respondent had:
- a. Included as an attachment or within the contract to lease target housing, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and 40 C.F.R. § 745.113(b)(3), and the lead hazard information pamphlet required by 15 U.S.C. § 2686, in accordance with 40 C.F.R. § 745.113(b)(4); and
 - b. Included as an attachment or within the contracts to lease target housing a statement by the agent involved in the transactions to lease target housing that the agent had informed the lessor of the lessor's obligations, and that the agent was aware of its duty to ensure compliance, as required by 40 C.F.R. § 745.113(b)(5).
32. Based on a review of work order records submitted by Respondent, the EPA determined that Respondent had offered to perform and/or performed renovations, as that term is defined at 40 C.F.R. § 745.83 at the following target housing locations ("the Properties"), between July 1, 2021, and July 31, 2022:
- a. 19135 US Hwy. 19 North, Unit #I02, Clearwater, Florida 33764;
 - b. 19135 US Hwy. 19 North, Unit #I10, Clearwater, Florida 33764;
 - c. 19135 US Hwy. 19 North, Unit #F17, Clearwater, Florida 33764;
 - d. 19135 US Hwy. 19 North, Unit #J14, Clearwater, Florida 33764;
 - e. 19135 US Hwy. 19 North, Unit #B10, Clearwater, Florida 33764;
 - f. 1 East Main Street, Unit #1110, Greenville, South Carolina 29611;
 - g. 1 East Main Street, Unit #1117, Greenville, South Carolina 29611;
 - h. 1 East Main Street, Unit #1201, Greenville, South Carolina 29611;
 - i. 1 East Main Street, Unit #1205, Greenville, South Carolina 29611;
 - j. 1 East Main Street, Unit #1238, Greenville, South Carolina 29611;
 - k. 1 East Main Street, Unit #1466, Greenville, South Carolina 29611;
 - l. 19135 US Hwy. 19 North, Unit #F36, Clearwater, Florida 33764;
 - m. 19135 US Hwy. 19 North, Unit #G22, Clearwater, Florida 33764;
 - n. 19135 US Hwy. 19 North, Unit #H17, Clearwater, Florida 33764;
 - o. 19135 US Hwy. 19 North, Unit #F7, Clearwater, Florida 33764;
 - p. 2346 Winkler Avenue, Unit # E-204, Fort Myers, Florida 33901; and
 - q. 2346 Winkler Avenue, Unit # A-104, Fort Myers, Florida 33901.
33. The Properties were constructed before 1978 and are "target housing" as defined at 40 C.F.R. § 745.103.
34. The records submitted by Respondent failed to document that prior to performing the renovation work at the Properties listed in Paragraph 32, Respondent had:
- a. Obtained "firm certification" as required by 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a)(1);

- b. Provided the owner or adult occupant of the target housing with an EPA-approved pamphlet as required by 40 C.F.R. § 745.84(a)(1); and
- c. Ensured that all individuals performing renovation activities on behalf of the firm were either certified renovators or had been trained by a certified renovator in accordance with 40 C.F.R. § 745.90, as required by 40 C.F.R. § 745.89(d)(1), with respect to renovations at the Properties listed in Paragraph 32.a – k.

V. ALLEGED VIOLATIONS

- 35. Based on the EPA's review of the records submitted by Respondent, the EPA alleges that Respondent, in its capacity as an agent concerning the leasing of target housing described in Paragraph 30, failed to:
 - a. Include in the contracts for lease, a statement by the lessee affirming receipt of the information required under 40 C.F.R. §§ 745.113(b)(2) and 745.113(b)(3), and the lead hazard information pamphlet required by 15 U.S.C. § 2686, in violation of 40 C.F.R. § 745.113(b)(4); and
 - b. Include as an attachment or within the contract to lease target housing a statement by the agent involved in the transaction to lease target housing that the agent had informed the lessor of the lessor's obligations, and that the agent was aware of its duty to ensure compliance, in violation of 40 C.F.R. § 745.113(b)(5).
- 36. Based on the EPA's review of Respondent's records, the EPA alleges that prior to the time Respondent performed renovations at the Properties, Respondent failed to:
 - a. Apply to the EPA and obtain firm certification to perform, offer, or claim to perform renovations for compensation, in violation of 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a)(1);
 - b. Provide the owner or adult occupant of the unit with the EPA-approved pamphlet, in violation of 40 C.F.R. § 745.84(a)(1); and
 - c. Ensure that all individuals performing renovation activities on behalf of the firm were either certified renovators or were trained by a certified renovator, in accordance with 40 C.F.R. § 745.90 with respect to renovations at the Properties listed in Paragraph 32.a – k, in violation of 40 C.F.R. § 745.89(d)(1).

VI. STIPULATIONS

- 37. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
- 38. 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.

39. 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, the Respondent agrees to submit with 120 Days of the Effective Date, a statement by email to Oyepero Olowu, olowu.oyepero@epa.gov, certifying to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of 40 C.F.R. Part 745, Subparts E and F, and the Act; and
- g. agrees to comply with the terms of the CAFO.

40. 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

41. Respondent consents to pay a civil penalty, which was calculated in accordance with the Act, in the amount of **ONE HUNDRED, FORTY THOUSAND, TWO HUNDRED DOLLARS (\$140,200.00)** which is to be paid within thirty (30) days of the Effective Date of this CAFO.

42. 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>. In addition, Respondent shall identify every payment with the Respondent's name and the docket number of this CAFO, Docket No. TSCA-04-2025-6106(b).
43. Respondent shall send proof of payment via email, within twenty-four (24) hours of payment of the civil penalty, to:

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

and

Oyepero F. Olowu
U.S. Environmental Protection Agency, Region 4
olowu.oyepero@epa.gov

and

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

44. "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 the Respondent's name and Docket No. TSCA-04-2025-6106(b).
45. 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. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued interest are 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.

46. In addition to what is stated in Paragraph 45, 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, 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.

47. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

48. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send to the Internal Revenue Service (IRS) annually, a completed 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 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 (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. 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 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>;
- b. 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;
- c. Respondent shall email its completed Form W-9 to 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 41 of this CAFO, and the EPA recommends encrypting Form W-9 email correspondence; and
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within thirty (30) days after the Effective Date of this CAFO, 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 noted above; 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.

VIII. EFFECT OF THE CAFO

49. 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.
50. 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.
51. 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.
52. 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.

53. 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.
54. 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.
55. Any change in the legal status of Respondent, including any change in ownership, partnership, corporate, or legal status relating to the company, or changes pertaining to its ownership and/or management of the residential dwellings identified in Paragraph 30 or the Properties identified in Paragraph 32, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
56. 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.
57. 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.
58. 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.
59. 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.
60. 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.
61. 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.

62. 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

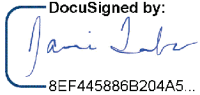
63. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

[Remainder of Page Intentionally Left Blank

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement, In the Matter of **GREP Southeast, LLC**, Docket No. **TSCA-04-2025-6106(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

DocuSigned by:

8EF445886B204A5...

9/19/2025

Signature

Date

Printed Name: _____

Title: _____

Address: _____

The foregoing Consent Agreement, In the Matter of **GREP Southeast, LLC**, Docket No. **TSCA-04-2025-6106(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:

GREP Southeast, LLC

Respondent.

Docket No. **TSCA-04-2025-6106(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 **GREP Southeast, LLC**, Docket No. **TSCA-04-2025-6106(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: Heather T. Friedman
Partner
Morris, Manning & Martin, LLP
hfriedman@mmmlaw.com
(404) 504-7781

Jamie Teabo, CPM
Senior Managing Director, Real Estate | East Territory
Greystar
Teabo.jamie@greystar.com
(770) 512-4022

To EPA: Oyepero F. Olowu, CDO
olowu.oyepero@epa.gov
(404) 562-8990

Joshua Lee, Attorney
lee.joshua@epa.gov
(404) 562-9255

Robert Caplan, Senior Attorney
caplan.robert@epa.gov
(404) 562-9520

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov