

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

|                             |   |                              |
|-----------------------------|---|------------------------------|
| In the Matter of:           | ) | DOCKET NO. TSCA-10-2021-0072 |
|                             | ) |                              |
| ID BUILD LLC d/b/a IMPERIAL | ) | <b>CONSENT AGREEMENT</b>     |
| DESIGN,                     | ) |                              |
|                             | ) |                              |
| Woodinville, Washington,    | ) |                              |
|                             | ) |                              |
| Respondent.                 | ) |                              |

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**I. STATUTORY AUTHORITY**

1.1. This Consent Agreement is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a).

1.2. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in accordance with the “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties,” 40 C.F.R. Part 22, EPA issues, and ID Build LLC d/b/a Imperial Design (“Respondent”) agrees to issuance of, the Final Order attached to this Consent Agreement (“Final Order”).

## **II. PRELIMINARY STATEMENT**

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective.

2.2. The Director of the Enforcement and Compliance Assurance Division, EPA Region 10 (“Complainant”) has been delegated the authority pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), to sign consent agreements between EPA and the party against whom an administrative penalty for violations of TSCA is proposed to be assessed.

2.3. Part III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of TSCA together with the specific provisions of TSCA and the implementing regulations that Respondent is alleged to have violated.

## **III. ALLEGATIONS**

3.1. The State of Washington is authorized under Section 404(a) of TSCA, 15 U.S.C. § 2684(a), and 40 C.F.R. § 745.324(d) to administer and enforce requirements for a renovation, repair, and painting (RRP) program in accordance with Section 402(c)(3) of TSCA, 15 U.S.C. § 2682(c)(3), and a lead-based paint pre-renovation education program in accordance with Section 406(b) of TSCA, 15 U.S.C. § 2686(b).

3.2. Section 404(b) of TSCA, 15 U.S.C. § 2684(b), makes it unlawful for any person to violate or fail or refuse to comply with any requirement of a state program authorized under Section 404 of TSCA, 15 U.S.C. § 2684. See also 40 C.F.R. § 745.324(f)(3).

3.3. The Washington Administrative Code (“WAC”) Title 365 applies to renovations performed for compensation in target housing as specified in the WAC, Chapter 365-230.

3.4. “Target housing” is defined under WAC 365-230-020(78) to mean “any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any one or more children under the age of six resides or is expected to reside in such housing for the elderly or persons with disabilities).”

3.5. “Person” is defined at WAC 365-230-020(61) to include “any natural or judicial person including any individual, corporation, partnership, or association.”

3.6. “Firm” is defined at WAC 365-230-310 to mean “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.”

3.7. “Renovation” is defined at WAC 365-230-310 to mean “the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces . . . . 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.” It does not include minor repair and maintenance activities.

3.8. “Minor repair and maintenance activities” are defined at WAC 365-230-310 as activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, that disrupt six square feet or less of painted surface per room for interior activities or twenty square feet or less of painted surface for exterior activities where none of the work

practices prohibited or restricted by WAC 365-230-330(1)(c) are used and where the work does not involve window replacement or demolition of painted surface areas.

3.9. “Renovator” is defined at WAC 365-230-310 as “an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA-authorized state or tribal program.”

3.10. Respondent is a limited liability company organized in the State of Washington.

3.11. Respondent is therefore a “firm” within the meaning of WAC 365-230-310.

3.12. On or about October 23, 2019, Respondent was hired to perform renovation work for compensation by the owner of 507 South Ainsworth Avenue in Tacoma, Washington, which is a 1,644 square-foot single-family home that was built in 1911 (“the South Ainsworth Renovation”).

3.13. The property owner acquired building permit BLDRA19-0643 from the City of Tacoma, issued January 10, 2020, for the South Ainsworth Renovation, which describes the scope of work as: “Exterior & Interior Remodel of property in Historic area. Rebuild existing garage, Finished basement, Removal of interior walls to create additional bedrooms, New deck above existing porch, Door installation in place of windows, paint exterior & interior & new roof. Permit includes plumbing and mechanical.”

3.14. The South Ainsworth Renovation involved window replacement and surface preparation of the house exterior and front porch, which resulted in the disturbance of more than twenty square feet of painted surface.

3.15. Therefore, the South Ainsworth Renovation was a “renovation” on “target housing,” as these terms are defined at WAC 365-230-310 and WAC 365-230-020(78).

3.16. EPA conducted onsite inspections at the 507 South Ainsworth Avenue property on January 26 and 29, 2020.

### **COUNT 1**

3.17. Pursuant to WAC 365-230-360(1), no firm may perform, offer, or claim to perform renovations for compensation in the state of Washington without first being certified by the Washington State Department of Commerce.

3.18. Respondent was not firm certified at the time it was hired to perform the South Ainsworth Renovation, on or about October 23, 2019.

3.19. Respondent's failure to become firm certified prior to offering to perform the South Ainsworth Renovation is a violation of WAC 365-230-360(1).

### **COUNT 2**

3.20. Pursuant to WAC 365-230-330(1), renovations must be performed by certified firms using certified renovators as directed under WAC 365-230-370, which further states that a certified firm will employ only certified renovators, or other workers trained by certified renovators, to conduct lead-based paint renovation activities. WAC 365-230-370(1)(a).

3.21. After agreeing to complete the South Ainsworth Renovation for the property owner, Respondent hired the firm "The CedarBuilder.LLC" to perform renovation work on behalf of Respondent.

3.22. On at least January 26, 2020, The CedarBuilder.LLC performed renovation work at the South Ainsworth Renovation.

3.23. On or about January 26, 2020, a representative of TheCedarBuilder.LLC stated that there was only one individual performing work at the South Ainsworth Renovation on its behalf, and further stated that the individual was not a certified renovator at the time he was performing lead-based paint renovation activities at the South Ainsworth Renovation.

3.24. Respondent therefore failed to employ only certified renovators, or other workers trained by certified renovators, to conduct lead-based paint renovation activities on behalf of the firm, which is a violation of WAC 365-230-330(1).

### COUNT 3

3.25. Pursuant to WAC 365-230-360(1), a firm hired to perform a renovation is responsible for ensuring that its employees follow the work practice requirements for renovation as described in WAC 365-230-330.

3.26. On or about January 26, 2020, EPA inspectors observed the exterior renovation work area at the South Ainsworth Renovation and noted the following:

- a. No plastic sheeting or other disposable impermeable material was being used to cover the ground in areas where surfaces were undergoing renovation.
- b. Construction debris and debris from renovation activities was lying on the bare ground in areas undergoing exterior renovation.
- c. Ongoing exterior renovation activities were affecting surfaces within ten feet of the property line on both the north and south sides of the property. Inspectors observed that no vertical containment or equivalent extra precautions were being used to contain the work area.
- d. There were no signs posted to clearly define the work area and warn occupants and other persons not involved in renovation activities to remain outside of the work area.

3.27. The observations noted in paragraph 3.26 constitute violations of the work practice requirements found in WAC 365-230-330, specifically sections 365-230-330(1)(b)(ii)(C); 365-230-330(1)(b)(ii)(D); 365-230-330(1)(d)(i); and 365-230-330(1)(a), respectively.

3.28. Respondent's failure to ensure that TheCedarBuilder.LLC followed the work practice requirements during the South Ainsworth Renovation is a violation of WAC 365-230-360(1).

#### **ENFORCEMENT AUTHORITY**

3.29. Under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than \$41,056 for each such violation, each day such a violation continues.

#### **IV. TERMS OF SETTLEMENT**

- 4.1. Respondent admits the jurisdictional allegations of this Consent Agreement.
- 4.2. Respondent neither admits nor denies the specific factual allegations contained in this Consent Agreement.
- 4.3. In determining the amount of penalty to be assessed, EPA has taken into account the factors specified in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B). After considering these factors, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$1,777 (the "Assessed Penalty").
- 4.4. Respondent agrees to pay the Assessed Penalty and interest in accordance with the following payment schedule:
  - a. Respondent agrees to pay \$888.50 within 30 days of the effective date of the Final Order, which represents half of the Assessed Penalty.
  - b. Respondent agrees to pay \$889.96 within 60 days of the effective date of the Final Order, which represents the remaining half of the Assessed Penalty amount plus \$1.46 interest.



4.5. Payments under this Consent Agreement and Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: <http://www2.epa.gov/financial/makepayment>. Payments made by a cashier's check or certified check must be payable to the order of "Treasurer, United States of America" and delivered to the following address:

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

Respondent must note on the check the title and docket number of this action.

4.6. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| Regional Hearing Clerk               | Maria Tartaglia                      |
| U.S. Environmental Protection Agency | U.S. Environmental Protection Agency |
| Region 10                            | Region 10                            |
| R10_RHC@epa.gov                      | tartaglia.maria@epa.gov              |

4.7. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action to collect the Assessed Penalty under Section 16(a)(4) of TSCA, 15 U.S.C. § 2615(a)(4). In any collection action, the validity, amount, and appropriateness of the Assessed Penalty are not subject to review.

4.8. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, Respondent shall be responsible for payment of interest on any unpaid portion of the



Assessed Penalty at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1) from the effective date of the Final Order contained herein, provided, however, that no interest shall be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order contained herein.

4.9. The Assessed Penalty, including any additional costs incurred under Paragraph 4.8, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

4.10. The undersigned representative of Respondent certifies that he or she is authorized to enter into the terms and conditions of this Consent Agreement and to bind Respondent to this document.

4.11. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys' fees in bringing or defending this action.

4.12. For the purposes of this proceeding, Respondent expressly waives any affirmative defenses and the right to contest the allegations contained in this Consent Agreement and to appeal the Final Order. Respondent expressly waives the notice requirement and its opportunity to request a hearing on the Final Order pursuant to Section 16(a)(2) of TSCA, 15 U.S.C. § 2615(a)(2).

4.13. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its agents, servants, employees, successors, and assigns.

4.14. Respondent consents to the issuance of any specified compliance or corrective action order, to any conditions specified in this consent agreement, and to any stated permit action.

4.15. The above provisions in Part IV are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED:

5/17/21

FOR RESPONDENT:

DES

DANIEL SUCIU, Owner  
ID Build LLC d/b/a Imperial Build

DATED:

\_\_\_\_\_

FOR COMPLAINANT:

EDWARD  
KOWALSKI

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KOWALSKI  
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EDWARD J. KOWALSKI, Director  
Enforcement & Compliance Assurance Division  
EPA Region 10

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

|                             |   |                              |
|-----------------------------|---|------------------------------|
| In the Matter of:           | ) | DOCKET NO. TSCA-10-2021-0072 |
|                             | ) |                              |
| ID BUILD LLC d/b/a IMPERIAL | ) | <b>FINAL ORDER</b>           |
| DESIGN,                     | ) |                              |
|                             | ) |                              |
| Woodinville, Washington,    | ) |                              |
|                             | ) |                              |
| Respondent.                 | ) |                              |

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1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has re delegated this authority to the Regional Judicial Officer in EPA Region 10.

1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties under TSCA for the violations alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of TSCA and regulations promulgated or permits issued thereunder.

1.4. This Final Order shall become effective upon filing with the Regional Hearing Clerk.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**RICHARD  
MEDNICK**

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RICHARD MEDNICK  
Date: 2021.05.19  
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**RICHARD MEDNICK**  
Regional Judicial Officer  
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: ID Build LLC d/b/a Imperial Design, Docket No.: TSCA-10-2021-0072**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

The undersigned certifies that a true and correct copy of the aforementioned document was delivered electronically to:

Danielle Meinhardt  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 10  
meinhardt.danielle@epa.gov

Further, the undersigned certifies that a true and correct copy of the aforementioned document was delivered electronically to:

Daniel Suciu  
Owner  
ID Build LLC d/b/a Imperial Design  
danielsuciu@yahoo.com

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

TERESA  
YOUNG

Digitally signed by  
TERESA YOUNG  
Date: 2021.05.20  
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TERESA YOUNG  
Regional Hearing Clerk  
EPA Region 10