

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

FILED

Sep 30, 2025

7:12 pm

U.S. EPA REGION 5
HEARING CLERK

In the Matter of:	)	Docket No. TSCA-05-2026-0003
	)	
Joshua Dipzinski	)	
and	)	
Greg, LLC, d/b/a Greg LLC Property Investments	)	Proceeding to Assess a Civil
	)	Penalty Under Section 16(a) of the
	)	Toxic Substances Control Act,
Fenton, Michigan	)	15 U.S.C. § 2615(a)
Respondents.	)	
	)	
	)	

Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (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 (Consolidated Rules) as codified at 40 C.F.R. Part 22.
2. The Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 5.
3. Respondents are Joshua Dipzinski, an individual with a place of business located in Kalamazoo, Michigan and Greg LLC, a limited liability company doing business in the State of Michigan. Respondent Joshua Dipzinski is the registered agent of Respondent Greg, LLC.
4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondents consent to the assessment of the civil penalty specified in this CAFO, and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondents admit the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondents waive their right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and its right to appeal this CAFO. Respondent 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 the consent agreement.

Statutory and Regulatory Background

9. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Lead Act), 42 U.S.C. § 4852d, requires the Administrator of EPA to promulgate regulations for the disclosure of lead-based paint hazards in target housing that is offered for sale or lease.

10. On March 6, 1996, EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule) pursuant to 42 U.S.C. § 4852d.

11. 40 C.F.R. 745.101 provides that the Disclosure Rule applies to all transactions to sell or lease target housing.

12. 40 C.F.R. § 745.103 defines “target housing” as any housing constructed prior to 1978,

except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

13. 40 C.F.R. § 745.103 defines “lessor” as 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.

14. 40 C.F.R. § 745.103 defines “lessee” as 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.

15. 40 C.F.R. § 745.107(a)(1) requires that, when contracting to lease target housing, the lessor must provide the lessee or purchaser with EPA-approved lead hazard information and pamphlet.

16. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or the lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and, the signatures and dates of signature of the lessor, agent, and lessee certifying the accuracy of their statements.

17. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failure to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

18. Under 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19, the Administrator of the EPA may assess a civil administrative penalty of up to \$22,263 for each violation of 42 U.S.C. § 4852d and Section 409 of TSCA, 15 U.S.C. § 2689, that occurred after November 2, 2015, where penalties are assessed on or after January 8, 2025.

Factual Allegations

19. Between August 2020 and September 2021, Respondent Joshua Dipzinski owned or co-owned residential single and multi-family dwelling homes in Michigan, which were built prior to 1978, and are therefore “target housing” as defined in 40 C.F.R. § 745.103. Dipzinski also owned the limited liability corporation, Greg, LLC.

20. The leases for the homes listed on lines 1-2 and 5-9 of Appendix A, specified Respondent Greg, LLC as the lessor and specified Respondent Joshua Dipzinski as the owner of Greg, LLC. The leases for the homes listed on lines 3-4 of Appendix A were owned by Respondent Joshua Dipzinski and offered for lease by an agent of Mr. Dipzinski on his behalf.

21. Respondents are, and were at all times relevant to this Consent Agreement and Final Order, “lessors,” that offered contracts to lease the “residential dwellings” that are “target housing” that are listed in Appendix A, as defined in 40 C.F.R. § 745.103.

22. Each of the contracts listed in Appendix A covered a term of occupancy greater than 100 days.

23. Each individual that signed a lease to pay rent in exchange for occupancy of the target housing referred to in Appendix A became a “lessee” as defined in 40 C.F.R. § 745.103.

24. One child above the age of 6 resided at 407 Myrtle Street, Kalamazoo, Michigan 49007 during the lease term from October 10, 2020 to September 30, 2021.

Count 1 - Failure to Include the Lead Warning Statement

25. Complainant incorporates paragraphs 1 through 24 of this CAFO as if set forth in this paragraph.

26. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor must include, as an attachment or within the contract, a Lead Warning Statement with the following language:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

27. Respondents did not include a Lead Warning Statement as an attachment or within the contract to lease target housing for the property listed on Line No. 4 in Appendix A.

28. Respondents' failure to include a Lead Warning Statement as an attachment or within the contract to lease target housing for the property listed on Line No. 4 in Appendix A, constitutes one violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 2 - Failure to Include a Lead Disclosure Statement

29. Complainant incorporates paragraphs 1 through 24 of this CAFO as if set forth in this paragraph.

30. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor must include, as an attachment or within the contract to lease target housing, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing or the lack of knowledge of the presence or of known lead-based paint and/or lead-based paint hazards.

31. Respondents did not include, as an attachment or within the contract to lease target housing, a statement disclosing the presence of known lead-based paint and/or lead-based paint

hazards in the target housing or the lack of knowledge of the presence or of known lead-based paint and/or lead-based paint hazards for the property listed on Line No. 4 in Appendix A.

32. Respondents' failure to include, as an attachment or within the contract to lease target housing, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing or the lack of knowledge of the presence or of known lead-based paint and/or lead-based paint hazards in the contract to lease target housing for the property listed on Line No. 4 in Appendix A, constitutes one violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 3 - Failure to Include a List of Records or Reports Pertaining to Lead-based Paint

33. Complainant incorporates paragraphs 1 through 24 of this CAFO as if set forth in this paragraph.

34. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor must include, as an attachment or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased or an indication that no such records or reports are available.

35. Respondents did not include, as an attachment or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing or an indication that no such records or reports are available in the contract to lease target housing for the property listed on Line No. 4 in Appendix A.

36. Respondents' failure to include, as an attachment or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing or an indication that no such records or reports are available in the

contract to lease target housing for the property listed on Line No. 4 in Appendix A, constitutes one violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 4 - 8 Failure to Include an Affirmation of Receipt of Lead Hazard Information Pamphlet

37. Complainant incorporates paragraphs 1 through 24 of this CAFO as if set forth in this paragraph.

38. 40 C.F.R. § 745.113(b)(4) requires that each contract to lease target housing include, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the lead hazard information pamphlet required under 15 U.S.C. § 2696.

39. Respondents did not obtain a statement by the lessee affirming receipt of the lead hazard information pamphlet for the lease of Respondents' properties for five lease contracts referenced in Appendix A, Line Nos. 1, 2, 4, 5, and 9 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

40. Respondents' failure to obtain a statement by the lessee affirming receipt of the lead hazard information pamphlet for the lease of Respondents' properties for the six lease contracts referenced in Appendix A, Line Nos. 1, 2, 4, 5, and 9 constitutes five separate violations of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 9 - 17 Failure to Provide Certification of Accuracy of Statements

41. Complainant incorporates paragraphs 1 through 24 of this CAFO as if set forth in this paragraph.

42. 40 C.F.R. § 745.113(b)(6) requires that a lessor include, as an attachment or within a contract to lease target housing, the signatures of the lessors, agents and lessees certifying to the accuracy of their statements, as well as dates of said signatures.

43. Respondents failed to include their signatures as agents certifying to the accuracy of their statements and the dates of such signatures, either within the contract or as an attachment to the contract for the lease of Respondents' properties for the lease contracts listed in Appendix A, Line Nos. 1-9.

44. Respondents' failure to include the signatures of the lessor, agent, and the lessees certifying to the accuracy of their statements and the dates of such signatures, either within the contract or as an attachment to the contract for the lease of Respondent's properties for the lease contracts listed in Appendix A, Line Nos. 1-9, constitutes nine separate violations of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Civil Penalty

45. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$5,000. In determining the penalty amount, Complainant considered the nature, circumstances, extent and gravity of the violations, and, with respect to Respondents, ability to pay, effect on ability to continue to do business, any history of such prior violations, the degree of culpability. Complainant also considered EPA's Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy, dated December 2007.

46. Respondents agree to pay a civil penalty in the amount of \$5,000 ("Assessed Penalty") within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk ("Filing Date"). EPA conducted an analysis of Respondents' financial information and

determined Respondents have a limited ability to pay. Consequently, in accordance with applicable law, EPA determined that the Assessed Penalty is an appropriate amount to settle this action.

47. Respondents shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

48. When making a payment, Respondents shall:

- a. Identify every payment with Respondents' names and the docket number of this Agreement, TSCA-05-2026-0003,
- b. Concurrently with any payment or within 24 hours of any payment, Respondents shall serve proof of such payment to the following person(s):

Sadaf Raza
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency, Headquarters
raza.sadaf@epa.gov

Amos Presler
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency, Headquarters
presler.amos@epa.gov

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

49. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or 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 appropriate docket number and

Respondents' names.

50. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS large corporate underpayment rate, any lower rate would fail to provide Respondents adequate incentive for timely payment.
- b. Handling Charges. Respondents will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondents fail to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum,

will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, and other charges, that remain delinquent more than ninety (90) days.

- d. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondents fail to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions may include, but are not limited to, the following.
- a. Refer the debt to a credit reporting agency or a collection agency, per 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 government to, or held by the United States government for, a person to satisfy the debt the person owes the United States 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 Respondents' licenses or other privileges, or suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
 - d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

51. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service (“IRS”) annually, a completed IRS 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 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.” 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 Numbers (“TINs”), as described below, may subject Respondents 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 EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondents herein agree, that:

- a. Respondents shall complete IRS Forms W-9 (“Request for Taxpayer Identification Number and Certification”), which are available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondents shall therein certify that its completed IRS Form W-9 includes Respondents’ correct TINs or that Respondents have applied and are waiting for issuance of a TIN;
- c. Respondents shall email their completed Forms W-9 to Milton Wise at EPA’s Cincinnati Finance Center at wise.milton@epa.gov, within 30 days after the

effective date of this CAFO, and EPA recommends encrypting IRS 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 30 days after the Effective Date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:

(i) notify EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the Effective Date of this Order; and

(ii) provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

52. This civil penalty is not deductible for federal tax purposes.

General Provisions

53. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: raza.sadaf@epa.gov and presler.amos@epa.gov (for Complainant), and [REDACTED] and [REDACTED] (for Respondents). Respondents understand that the CAFO will become publicly available upon filing.

54. This CAFO resolves only Respondents' liability for federal civil penalties for the violations alleged in the CAFO.

55. This CAFO 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.

56. This CAFO does not affect Respondents' responsibility to comply with the Lead Act and the Disclosure Rule and other applicable federal, state and local laws.

57. Respondents certify that they are complying with the Lead Act and the Disclosure Rule.

58. The terms of this CAFO bind Respondents, and their successors and assigns.

59. 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.

Each party agrees to bear its own costs and attorneys' fees in this action.

This CAFO constitutes the entire agreement between the parties.

**In the Matter of Joshua Dipzinski and
Greg LLC d/b/a Greg LLC Property Investments,
Respondents**



Joshua Dipzinski
Owner
Greg, LLC

Date

**In the Matter of Joshua Dipzinski and
Greg LLC d/b/a Greg LLC Property Investments,
Respondents
Docket No.: TSCA-05-2026-0003**

United States Environmental Protection Agency, Complainant

CAROLYN PERSON Digitally signed by CAROLYN
PERSON
Date: 2025.09.30 16:03:31 -05'00'

Carolyn Persoon
Acting Division Director
Enforcement and Compliance Assurance Division

**In the Matter of Joshua Dipzinski and
Greg LLC d/b/a Greg LLC Property Investments
Respondents
Docket No.: TSCA-05-2026-0003**

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

ANN COYLE Digitally signed by ANN COYLE
Date: 2025.09.30 17:26:00
-05'00'

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

Appendix A

Line No.	Address	Lease Dates
1	719 Stuart Avenue, Apartment 1 Kalamazoo, Michigan 49007	October 1, 2020 – September 30, 2021
2	719 Stuart Avenue, Apartment 2 Kalamazoo, Michigan 49007	August 1, 2020 – July 31, 2021
3	1020 Conant Street Kalamazoo, Michigan 49007	September 1, 2020 – September 1, 2021
4	407 Myrtle Street Kalamazoo, Michigan 49007	October 10, 2020 – September 30, 2021
5	710 Stuart Avenue Kalamazoo, Michigan 49007	August 1, 2020 – July 31, 2021
6	720 Stuart Avenue Kalamazoo, Michigan 49007	August 1, 2020 – July 31, 2021
7	1028 Conant Street Kalamazoo, Michigan 49007	August 1, 2020 – July 31, 2021
8	1008 Conant Street Kalamazoo, Michigan 49007	September 30, 2020 – September 30, 2021
9	1010 Conant Street Kalamazoo, Michigan 49007	August 1, 2020 – August 1, 2021