

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

In the Matter of: ) Docket No. TSCA-05-2026-0002  
 )  
Cagan Management Group, Inc. ) Proceeding to Assess a Civil  
Skokie, Illinois, ) Penalty Under Section 16(a) of the  
 ) Toxic Substances Control Act,  
Respondent. ) 15 U.S.C. § 2615(a)  
 )

**Consent Agreement and Final Order****A. 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 Sections 22.1(a)(2), 22.13(b) and 22.18(b)(2) and (3) 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 40 C.F.R. §§ 22.1(a)(2), 22.13(b) and 22.18(b)(2) and (3).

2. Complainant is the U.S. Environmental Protection Agency (EPA). The EPA Administrator has delegated the authority to settle civil administrative penalty proceedings under Section 16(a) of TSCA to the Division Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 5.

3. Respondent is Cagan Management Group, Inc., a corporation with places of business located at 3856 Oakton Street, Skokie, Illinois, 60076 and 3223 North Clark Street, Chicago, Illinois 60657.

4. This Agreement is entered into concurrent with a parallel agreement between Respondent and the U.S. Department of Housing and Urban Development (HUD).

5. EPA and Respondent agree that settling this action is in the public interest and consent to the entry of this Consent Agreement and Final Order (CAFO) without the adjudication of any issues of law or fact.

6. Respondent agrees to comply with the terms of this CAFO.

**B. Jurisdiction**

7. The alleged violations in this CAFO are pursuant to Section 1018 of Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Lead Act), 42 U.S.C. § 4852d.

8. The Regional Judicial Officer of Region 5 is authorized to ratify the consent agreement memorializing the settlement between EPA and Respondent and to issue the attached Final Order. 40 C.F.R. §§ 22.4(b) and 22.18(b).

**C. Statutory and Regulatory Background**

9. The Lead Act at 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. 42 U.S.C. 4851b(27) defines “target housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities or any 0-bedroom dwelling (unless any child who is less than 6 years of age resides or is expected to reside in such housing).

12. 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.

13. 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.

14. 40 C.F.R. § 745.103 defines “agent” as any party who enters into a contract with a seller or a lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.

15. 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.

16. 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).

17. Under 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19, the Administrator of 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.

**D. Allegations**

18. Complainant incorporates paragraphs 1 through 17 of this CAFO as if set forth in this paragraph.

19. Between at least January 2021 to January 2025 Respondent was the real estate management company for residential multifamily dwelling apartment buildings located in Chicago, Illinois and Evanston, Illinois at the addresses listed below (Refer to Respondent's Properties, identified in paragraph 24).

20. Respondent's Properties and each apartment unit within Respondent's Properties listed in paragraph 24 are "target housing" as defined in 42 U.S.C. § 4851b(27) that are not otherwise exempt under 40 C.F.R. § 745.101.

21. On or about January 7, 2022, Complainant issued an Information Request Letter to Respondent, seeking, among other things, copies of all rental agreements, contracts for sale and lead-based paint disclosure documentation for rental transactions at target housing managed by Respondent from January 1, 2020 to January 7, 2022.

22. On or around October 23, 2024, Complainant requested additional information from Respondent, seeking, among other things, copies of all rental agreements, contracts for sale and lead-based paint disclosure documentation for rental transactions at target housing managed by Respondent from January 8, 2022 to October 23, 2024.

23. On or about February 12, 2025, Complainant issued an Information Request Letter to Respondent, seeking, among other things, copies of all rental agreements, contracts for sale and lead-based paint disclosure documentation for rental transactions at target housing managed by

Respondent from January 1, 2023 until the date of Respondent's response.

24. In response to the requests described in paragraphs 21 - 23, Respondent provided Complainant with documents responsive to the Information Request Letters, including information identifying Respondent as the real estate management company for the apartment units located at the below addresses.

Line No.	Address on Lease Agreement	Apartment	Lease Agreement Term	Date of Transaction
1	1416 W. Devon Avenue, Chicago, IL	3W	02/06/2024 to 01/31/2025	3/6/2025
2			12/01/2023 to 11/30/2024	12/1/2023
3	2637 W. Granville Avenue, Chicago, IL	1	02/17/2025 to 01/31/2026	2/11/2025
4	2341 W. Touhy Avenue, Chicago, IL	C8	12/05/2024 to 11/30/2025	12/2/2024
5	7434 N. Artesian Avenue, Chicago, IL	2S	12/01/2024 to 11/30/2025	11/28/2024
6	6647.5 N. Greenview Avenue, Chicago, IL	1W	09/01/2024 to 08/31/2025	7/17/2024
7	645 W. Buckingham Place, Chicago, IL	1	09/01/2024 to 03/31/2025	6/11/2024
8	7438 N. Artesian Avenue, Chicago, IL	2N	05/01/2024 to 04/30/2025	3/5/2024
9	2048.5 W. Chase Avenue, Chicago, IL	1D	07/01/2023 to 06/30/2024	6/22/2023
10	6156 N. Talman Avenue, Chicago, IL	3	06/01/2023 to 05/31/2024	4/2/2023

Line No.	Address on Lease Agreement	Apartment	Lease Agreement Term	Date of Transaction
11	2635 W. Granville Avenue, Chicago, IL	3	03/01/2023 to 02/29/2024	3/1/2023
12	6434 N. Sacramento Avenue, Chicago, IL	2S	07/01/2022 to 06/30/2023	7/6/2022
13	6154-56 N. Talman Avenue (2639 W. Granville Avenue), Chicago, IL	1	11/01/2021 to 10/31/2022	12/29/2021
14	5124 S. University Avenue, Chicago, IL	1N	09/25/2021 to 09/31/2022	9/22/2021
15			09/01/2020 to 06/30/2021	7/7/2020
16	2422 W. Fargo Avenue, Chicago, IL	2	06/27/2021 to 05/31/2022	6/23/2021
17	2424 W. Fargo Avenue, Chicago, IL	2	07/01/2021 to 06/30/2022	5/24/2021
18			06/01/2020 to 05/31/2021	5/29/2020
19	2434 W. Fargo Avenue, Chicago, IL	3	05/31/2021 to 04/30/2022	4/20/2021
20	2414 W. Fargo Avenue, Chicago, IL	G	04/15/2021 to 05/31/2022	4/6/2021
21			04/15/2020 to 03/31/2021	3/5/2020
22	534 Hinman, Evanston, IL	1W	02/01/2021 to 01/31/2022	1/13/2021
23	532 Hinman, Evanston, IL	1W	11/11/2020 to 10/31/2021	11/16/2020
24	2434 W. Fargo Avenue, Chicago, IL	2	10/01/2020 to 09/30/2021	9/24/2020
25	2344 W. Addison Street, Chicago, IL	F2	09/10/2020 to 08/31/2021	9/9/2020
26	6434 N. Sacramento Avenue, Chicago, IL	3S	08/03/2020 to 07/31/2021	8/3/2020

Line No.	Address on Lease Agreement	Apartment	Lease Agreement Term	Date of Transaction
27	2434 W. Fargo Avenue, Chicago, IL	1	06/01/2020 to 05/31/2021	5/17/2020
28	2348 W. Addison Street Chicago, IL	D3	06/01/2020 to 05/21/2021	5/15/2020
29	6438 N. Sacramento Avenue Chicago, IL	E1	05/01/2020 to 04/30/2021	4/27/2020
30	2332 W. Addison Street Chicago, IL	B3	06/01/2020 to 05/31/2021	4/15/2020
31	2344 W. Addison Street Chicago, IL	E2	06/01/2020 to 05/31/2021	3/24/2020

25. Each of the 31 contracts referred to in paragraph 24, above, covered a term of occupancy greater than 100 days.

26. Respondent is an “agent,” as defined in 40 C.F.R. § 745.103, because Respondent offered the target housing referred to in paragraph 24, above, for lease.

27. Each individual who signed a lease to pay rent in exchange for occupancy of the target housing referred to in paragraph 24, above, became a “lessee,” as defined in 40 C.F.R. § 745.103.

28. Complainant received records containing information about lead-based paint and/or lead-based paint hazards at target housing from Chicago Department of Public Health addressed to Respondent for several properties, including 2048.5 W. Chase Avenue, Unit 3D dated October 21, 2019 (line 9 in the chart in paragraph 24, above).

29. In response to the requests described in paragraphs 21 - 23, Respondent also provided Complainant with records containing information about lead-based paint and/or lead-based paint hazards at target housing:

Line No.	Address on Lease Agreement	Apartment	Date of Transaction	Lead Information Available
1	1416 W. Devon Avenue, Chicago, IL	3W	3/6/2025	Earliest lead record dated 5/26/2023.
2			12/1/2023	
3	2637 W. Granville Avenue, Chicago, IL	1	02/11/2025	Earliest lead record dated 8/22/2023.
4	2341 W. Touhy Avenue, Chicago, IL	C8	12/2/2024	Earliest lead record dated February 27, 2023.
5	7434 N. Artesian Avenue, Chicago, IL	2S	11/28/2024	Earliest lead record dated August 24, 2021.
6	6647.5 N. Greenview Avenue, Chicago, IL	1W	7/17/2024	Earliest lead record dated August 29, 2023.
7	645 W. Buckingham Place, Chicago, IL	1	6/11/2024	Earliest lead record dated October 13, 2023.
8	7438 N. Artesian Avenue, Chicago, IL	2N	3/5/2024	Earliest lead record dated June 8, 2022.
10	6156 N. Talman Avenue, Chicago, IL	3	4/2/2023	Earliest lead record dated November 2, 2018.
11	2635 W. Granville Avenue, Chicago, IL	3	3/1/2023	Earliest lead record dated March 16, 2021.
14	5124-26 S. University Avenue, Chicago, IL	1N	9/22/2021	Earliest lead record dated August 27, 2019
15			7/7/2020	
16	2422 W. Fargo, Chicago, IL	2	6/23/2021	Earliest lead record dated October 4, 2019
22	534 Hinman, Evanston, IL	1W	1/13/2021	Earliest lead record dated October 31, 2017
23	532 Himan, Evanston, IL	1W	11/16/2020	Earliest lead record dated January 21, 2020

**Counts 1 to 13 Failure to Include an Accurate Statement Disclosing Knowledge of Lead-based Paint**

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

31. Pursuant to 40 C.F.R. § 745.113(b)(2), each contract to lease target housing must include, as an attachment or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional

information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

32. Respondent included inaccurate or incomplete information, failing to disclose Respondent's knowledge of the presence of known lead-based paint and/or lead-based paint hazards in the target housing, including the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces, either within the contract or as an attachment to the contract, for the leases listed in paragraph 24, Line Nos. 1 to 8, 10 to 12 and 14 to 15.

33. Respondent's failure to include, either within each contract or as an attachment, accurate and complete information disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to in paragraphs 24, Line Nos. 1 to 8, 10 to 12 and 14 to 15 above, constitutes 13 violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Counts 14 to 28 Failure to Include a List of Lead-based Paint Records or Reports**

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

35. Pursuant to 40 C.F.R. § 745.113(b)(3), each contract to lease target housing must include, as an attachment or within the contract, a list of any records or reports available to the lessor that pertain to the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or indicate that no such records are available.

36. Respondent failed to include either within the contract or as an attachment to the contract to lease target housing, a list of the records or reports available to the lessor described in paragraphs 28 and 29, Line Nos. 1 to 2, 4 to 11, 14 to 16 and 22 to 23.

37. Respondent's failure to include either within the contract or as an attachment to the contract to lease target housing, a list of the records or reports available to the lessor described in paragraphs 28 and 29, Line Nos. 1 to 2, 4 to 11, 14 to 16 and 22 to 23, constitutes 15 violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Counts 29 to 42 Failure to Include an Affirmation of Receipt of Lead-based Paint Record or Reports**

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

39. 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)—records and reports available to the lessor pertaining to lead-based paint and a list of such records and reports.

40. Respondent failed to include, before the lessee was obligated under a contract to lease the housing, either within the contract or as an attachment to the contract to lease target housing a dated statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2686, identified in paragraph 24, Line Nos. 1 to 2, 4 to 8, 10 to 11, 16 to 17, 20 and 22 to 23.

41. Respondent's failure to include, either within each contract or as an attachment, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2686 for each leasing

transaction referred to in paragraphs 24, Line Nos. 1 to 2, 4 to 8, 10 to 11, 16 to 17, 20 and 22 to 23, constitutes 14 violations of 40 C.F.R § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Counts 43 to 57 Failure to Provide Certification of Accuracy of Statements**

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

43. 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.

44. Respondent failed to include, either within the contract or as an attachment to the contract to lease target housing, the signatures of the lessor, agent, and or the lessee certifying to the accuracy of their statements and the dates of such signatures, identified within paragraph 24, Line Nos. 1, 4, 13, 18 to 19, 21 and 24 to 31.

45. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction referred to in paragraph 24, Line Nos. 1, 4, 13, 18 to 19, 21 and 24 to 31, above, constitutes 14 violations of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**E. Terms of Consent Agreement**

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

- a. admits to the jurisdictional allegations in this CAFO;
- b. neither admits nor denies the allegations stated in Section D of this CAFO;
- c. consents to the assessment of a civil penalty as stated below;

- d. consents to any conditions specified in this CAFO;
- e. waives any right to contest the allegations set forth in Section D of this CAFO; and
- f. waives its right to appeal this CAFO.

47. For the purposes of this proceeding, Respondent:

- a. agrees this CAFO states a claim upon which relief may be granted against Respondent;
- b. acknowledges this proceeding constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- c. waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this CAFO, including any right of judicial review under Section 19 of TSCA, 15 U.S.C. § 2618;
- d. waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c);
- 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 the consent agreement; and
- f. waives any rights it may possess at law or in equity to challenge the authority of 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 noncompliance, and agrees that federal law shall govern in any such civil action.

48. Based on analysis of the factors specified in Section 16(a) of TSCA, 15 U.S.C. § 2615(a), the facts of this case, EPA has determined that an appropriate civil penalty to settle this action is \$99,461.

49. Respondent agrees to pay a civil penalty in the amount of \$69,000 (Assessed Penalty) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (Filing Date). In addition to the Assessed Penalty, Respondent agrees to pay a civil penalty of \$30,461 pursuant to the parallel agreement between Respondent and the HUD.

50. Respondent 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>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025 Executive Order on Modernizing Payments To and From America's Bank Account, Respondent shall pay using one of the electronic payments methods listed on EPA's How to Make a Payment website (<https://www.epa.gov/financial/makepayment>) and will not pay with a paper check.

51. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Agreement, TSCA-05-2026-0002, and
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons:  
Regional Hearing Clerk (E-19J)  
U.S. Environmental Protection Agency, Region 5  
[r5hearingclerk@epa.gov](mailto:r5hearingclerk@epa.gov)  
Michael Todd  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 5  
[todd.michael@epa.gov](mailto:todd.michael@epa.gov)  
[R5lecab@epa.gov](mailto:R5lecab@epa.gov)  
Robin Jacobs  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
[jacobs.robin@epa.gov](mailto:jacobs.robin@epa.gov)  
U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

“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 Respondent’s name.

52. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615(a)(4), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately 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. Per 15 U.S.C. § 2614(a)(4), interest will be assessed pursuant to currently prevailing rates.
- b. Handling Charges. The United States’ enforcement expenses including, but not limited to, attorneys’ fees and costs of handing collection.
- c. Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.

53. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails 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 EPA may take 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, per 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 EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Request that the Attorney General bring a civil action to enforce the Final Order and recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, per 15 U.S.C. § 2614(a)(4). In any such action, the validity, amount, and appropriateness of the Assessed Penalty and Final Order shall not be subject to review.

54. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

55. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

56. 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 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 EPA with sufficient information to enable it to fulfill these obligations, 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's Cincinnati Finance Center at [wise.milton@epa.gov](mailto:wise.milton@epa.gov), within 30 days after the Final Order ratifying this Agreement is filed, 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 does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

57. By signing this CAFO, Respondent consents to the release of any information in this CAFO to the public and agrees this CAFO does not contain business information that is entitled to confidential treatment under 40 C.F.R. Part 2.

58. By signing this CAFO, the undersigned representative of EPA and the undersigned representative of Respondent each certify that they are fully authorized to execute and enter into the terms and conditions of this CAFO and have the legal capacity to bind the party they represent to this CAFO.

59. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate and complete for each such submission, response and statement. Respondent further acknowledges that knowingly and willfully providing false information to EPA in violation of 18 U.S.C. § 1001, or knowingly falsifying,

concealing, covering up or destroying any record with the intent to impede, obstruct or influence the investigation or proper administration of any matter within the jurisdiction of EPA in violation of 18 U.S.C. § 1519, may subject Cagan Management Group, Inc. to criminal penalties, including but not limited to possibility of fines and/or imprisonment.

60. Each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding, except in the case of a civil action brought by the Attorney General of the United States to recover unpaid penalties as described above.

**F. Effect of Consent Agreement and Attached Final Order**

61. The parties consent to service of this CAFO by e-mail at the following e-mail addresses: [jacobs.robin@epa.gov](mailto:jacobs.robin@epa.gov) (for EPA), and bcagan@cagan.com (for Respondent) with a copy to js.envirolawsci@att.net.

62. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations specifically alleged in this CAFO.

63. This CAFO constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to this matter.

64. 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.

65. The provisions of this Agreement shall apply to and be binding upon Respondent and its officers, directors, authorized representatives, successors, and assigns.

66. Any violation of this CAFO may result in a civil judicial action for an injunction under TSCA Section 17, 15 U.S.C. § 2616, or civil penalties of up to \$49,772 per day per violation, or both, as provided in Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and 40 C.F.R. § 19.4, as well as criminal sanctions as provided in Section 16(b) of TSCA, 15 U.S.C. § 2615(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

67. Nothing in this CAFO relieves Respondent of the duty to comply with all applicable provisions of TSCA and other federal, state, or local laws or statutes, nor does it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor is it a ruling on, or determination of, any issue related to any federal, state, or local permit.

68. Nothing in this CAFO limits the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

69. EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that 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 EPA, and to assess and collect any civil penalties permitted by statute for any violation described herein. EPA will give Respondent written notice of its intent to revoke this CAFO, which will not be effective until received by Respondent.

#### **G. Effective Date**

70. This CAFO will be effective after the Regional Judicial Officer executes the attached Final Order, on the date of filing with the Regional Hearing Clerk. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent.

**In the Matter of: Cagan Management Group, Inc.**

**Cagan Management Group, Inc., Respondent**

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10/6/25

Date

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Bryan Cagan  
Director of Asset Management

**In the Matter of: Cagan Management Group, Inc.**

**United States Environmental Protection Agency, Complainant**

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Carolyn Persoon  
Acting Division Director  
Enforcement and Compliance Assurance Division  
U. S. Environmental Protection Agency, Region 5

**Consent Agreement and Final Order  
In the Matter of: Cagan Management Group, Inc.  
Docket No. TSCA-05-2026-0002**

**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.

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Ann L. Coyle  
Regional Judicial Officer  
U.S. Environmental Protection Agency  
Region 5