



### **Jurisdiction and Waiver of Right to Hearing**

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

8. Respondent waives its 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.

### **Statutory and Regulatory Background**

#### **Disclosure Rule**

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. § 745.103 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.

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. § 745.113(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 and lessee certifying the accuracy of their statements.

15. 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).

16. 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 \$21,699 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 December 27, 2023.

#### Renovation, Repair and Painting Rule

17. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992, Pub. L. No. 102-550, Oct. 28, 1998 (Title X), Congress found, among other things, that low-level lead poisoning was widespread among American children, afflicting as many as 3,000,000 children under age six; at low levels, lead poisoning in children causes intelligence quotient deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. A key component of the national strategy to reduce and eliminate the threat of childhood lead poisoning is to educate the public concerning the hazards and sources of lead-based paint poisoning and steps to reduce and eliminate such hazards.

18. Section 1021 of Title X amended TSCA by adding Sections 401-12, entitled Lead Exposure Reduction, at 15 U.S.C. §§ 2681-92.

19. Pursuant to Section 402(c)(3) of TSCA, 15 U.S.C. § 2682(c)(3), EPA promulgated regulations amending 40 C.F.R. Part 745, Subparts E and L, that apply to renovation or remodeling activities in target housing, public buildings constructed before 1978, and commercial buildings that create lead-based paint hazards. These regulations prescribe work practice standards and ensure that individuals engaged in such activities are properly trained, that training programs are accredited, and that contractors engaged in such activities are certified. These requirements are known as the Renovation, Repair, and Painting Program Rule (RRP Rule).

20. 40 C.F.R. § 745.82(a)(1) makes 40 C.F.R. Part 745, Subpart E applicable to renovations of target housing performed for compensation.

21. 40 C.F.R. § 745.83 defines “firm” as a company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.

22. 40 C.F.R. § 745.83 defines “renovation” to mean the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as defined by 40 C.F.R. Part 745 (40 C.F.R. § 745.223). The term renovation includes (but is not limited to): the removal, modification or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, and 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.

23. 40 C.F.R. § 745.83 defines “renovator” to mean 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.

24. 40 C.F.R. § 745.103 defines “residential dwelling” 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.

25. 40 C.F.R. § 745.103 defines “target housing” 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 (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

26. Under 15 U.S.C. § 2689 and 40 C.F.R. § 745.87(a), failing to comply with any requirement of 40 C.F.R. Part 745, Subpart E, 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) and 40 C.F.R. § 745.87(d).

27. Section 16(a) of TSCA, 42 U.S.C. § 2615(a), 40 C.F.R. § 745.87(d), and 40 C.F.R. Part 19, authorize the Administrator of EPA to assess a civil penalty of up to \$48,512 per violation for each day of violation of Sections 15 and 409 of TSCA that occurred after November 2, 2015, where penalties are assessed on or after December 27, 2023.

### **Factual Allegations**

#### **Lease Transactions**

28. Between July 2020, and August 2023, Respondent owned residential single- and multi-family dwellings in Illinois.

29. Respondent’s properties are “target housing” as defined in 40 C.F.R. § 745.103.

30. On the following dates, Respondent directly entered into the following four lease

agreements (contracts) with individuals for the lease of Respondent’s properties:

<b>Address</b>	<b>Date of Lease</b>
1233 12 <sup>th</sup> Avenue, Moline, Illinois 61265	October 2010 – April 2024
1235 12 <sup>th</sup> Avenue, Moline, Illinois 61265	December 2021 – July 2023
710 12 <sup>th</sup> Street, Orion, Illinois 61273	January 2022 – current
710 12 <sup>th</sup> Street, Orion, Illinois 61273	July 2017 – current

31. Each of the four contracts referred to in paragraph 30, above, covered a term of occupancy greater than 100 days.

32. Respondent is a “lessor,” as defined in 40 C.F.R. § 745.103, because she offered the target housing referred to in paragraph 30, above, for lease.

33. Each individual who signed a lease to pay rent in exchange for occupancy of the target housing referred to in paragraph 30, above, became a “lessee” as defined in 40 C.F.R. § 745.103.

Renovation at 1233 12<sup>th</sup> Avenue, Moline, Illinois 61265

34. At all times relevant to this CAFO, Respondent was a firm doing business in Illinois. Respondent was therefore a “firm,” as defined at 40 C.F.R. § 745.83.

35. On August 16, 2023, EPA sent an information request letter (IRL) to Respondent. The IRL requested Respondent to provide information regarding its compliance with the residential property renovation requirements at 40 C.F.R. Part 745, Subpart E.

36. Between April and August 2023, Respondent performed, or directed subcontractors to perform for compensation, modifications at 1233 12<sup>th</sup> Avenue, Moline, Illinois 61265 (Subject Property), a residential dwelling built in 1910. In particular, the Respondent disturbed and removed painted surfaces and components and generated paint dust and debris at the subject property by scraping, priming, and painting the Subject Property.

37. The Subject Property is “target housing” as defined at 40 C.F.R. § 745.103.

38. Respondent’s contracted work at the Subject Property from April to August 2023, was a “renovation” as defined at 40 C.F.R. § 745.83.

39. From April to August 2023, Respondent was a “renovator” as defined at 40 C.F.R. § 745.83.

**Counts 1-4 – Failure to Provide EPA-approved Lead Hazard Information Pamphlet**

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

41. Respondent failed to provide lessees the EPA-approved lead hazard information pamphlet for the lease of all four of Respondent’s properties listed in paragraph 30 above.

42. Respondent’s failure to provide lessee the EPA-approved lead hazard information pamphlet for the lease of all four of Respondent’s properties listed in paragraph 30 above, constitutes 4 separate violations of 40 C.F.R. § 745.107(a)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Counts 5-8 – Failure to Disclose Lead Knowledge**

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

44. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for all four of Respondent’s properties listed in paragraph 30 above.

45. Respondent’s failure to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for all four of Respondent’s properties listed in paragraph 30 above, constitutes 4 separate violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Counts 9-12 – Failure to Include Records or Reports of Known Lead-based Paint or Hazards**

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

47. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for all four of Respondent's properties listed in paragraph 30 above.

48. Respondent's failure to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for all four of Respondent's properties listed in paragraph 30 above, constitutes 4 separate violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Counts 13-16 – Failure to Include Affirmation of Receipt of Required Information**

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

50. Respondent failed to include 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. § 2686, either within the contract or as an attachment to the contract for all four of Respondent's properties listed in paragraph 30 above.

51. Respondent's failure to include 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. § 2686, either within the contract or as an attachment to the contract for all four of Respondent's properties listed in paragraph 30 above, constitutes 4 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 17-20 – Failure to Include Signatures Certifying Statement Accuracy**

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

53. Respondent failed to include the signatures of the lessor 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 all four of Respondent's properties listed in paragraph 30 above.

54. Respondent's failure to include the signatures of the lessor 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 all four of Respondent's properties listed in paragraph 30 above, constitutes 4 separate violations of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Count 21 – Failure to Obtain Initial Firm Certification**

55. Complainant incorporates paragraphs 1 through 39 of this CAFO as if set forth in this paragraph.

56. Respondent failed to obtain firm certification from EPA pursuant to 40 C.F.R. § 745.89 prior to performing renovations for compensation at the Subject Property.

57. Respondent's failure to obtain firm certification from EPA prior to performing renovations for compensation at the Subject Property violated 40 C.F.R. § 745.81(a)(2)(ii), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

**Count 22 – Failure to Cover the Ground with Plastic Sheeting**

58. Complainant incorporates paragraphs 1 through 39 of this CAFO as if set forth in this paragraph.

59. For the renovation at the Subject Property, Respondent failed to cover the ground with

plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces or a sufficient distance to collect falling paint debris, and the property line did not prevent 10 feet of such ground covering.

60. Respondent's failure to cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces or a sufficient distance to collect falling paint debris, unless the property line prevents 10 feet of such ground covering violated 40 C.F.R. § 745.85(a)(2)(ii)(C) and 15 U.S.C. § 2689.

**Count 23 – Failure to Ensure Dust and Debris did not Migrate to Adjacent Properties**

61. Complainant incorporates paragraphs 1 through 39 of this CAFO as if set forth in this paragraph.

62. For the renovation at the Subject Property, Respondent failed to erect vertical containment or take extra precautions in containing the work area to ensure that dust and debris from the Subject Property renovation did not contaminate adjacent buildings or migrate to adjacent properties during the renovation.

63. Respondent's failure to erect vertical containment or take extra precautions in containing the work to ensure that dust and debris from the renovation did not contaminate adjacent buildings or migrate to adjacent properties violated 40 C.F.R. § 745.85(a)(2)(ii)(D) and 15 U.S.C. § 2689.

**Count 24 – Prohibited Use of Machines that Remove Lead-based Paint**

64. Complainant incorporates paragraphs 1 through 39 of this CAFO as if set forth in this paragraph.

65. For the renovation at the Subject Property, Respondent failed to prohibit the use of machines that remove lead-based paint through high-speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines are used with HEPA exhaust control.

66. Respondent's failure to prohibit the use of machines that remove lead-based paint through high-speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines are used with HEPA exhaust control violated 40 C.F.R. § 745.85(a)(3)(ii) and 15 U.S.C. § 2689.

#### **Count 25 – Failure to Ensure Collection of Waste**

67. Complainant incorporates paragraphs 1 through 39 of this CAFO as if set forth in this paragraph.

68. For the renovation at the Subject Property, Respondent failed, at the conclusion of each workday and/or at the conclusion of the renovation, to ensure that waste that has been collected from renovation activities was stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris.

69. Respondent's failure, at the conclusion of each workday and/or at the conclusion of the renovation, to ensure that waste that has been collected from renovation activities was stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris violated 40 C.F.R. § 745.85(a)(4)(ii) and 15 U.S.C. § 2689.

#### **Count 26 – Failure to Maintain Records**

70. Complainant incorporates paragraphs 1 through 39 of this CAFO as if set forth in this paragraph.

71. For the renovation at the Subject Property, Respondent failed to provide documentation of compliance with the requirements of 40 C.F.R. § 745.85, including documentation that a certified renovator was assigned to the project, that the certified renovator provided on-the-job training for workers used on the project, that the certified renovator performed or directed workers who performed all of the tasks described in 40 C.F.R. § 745.85(a), and that the certified renovator performed the post-

renovation cleaning verification described in 40 C.F.R. § 745.85(b).

72. Respondent's failure to provide documentation of compliance with the requirements of 40 C.F.R. § 745.85, including documentation that a certified renovator was assigned to the project, that the certified renovator provided on-the-job training for workers used on the project, that the certified renovator performed or directed workers who performed all of the tasks described in 40 C.F.R. § 745.85(a), and that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b) violated 40 C.F.R. § 745.86(b)(6) and 15 U.S.C. § 2689.

**Count 27 – Failure to Ensure Renovations Performed by Certified or Trained Renovators**

73. Complainant incorporates paragraphs 1 through 39 of this CAFO as if set forth in this paragraph.

74. For the renovation project at the Subject Property, Respondent failed to ensure that all individuals performing renovation activities on behalf of the firm are either certified renovators or have been trained by a certified renovator in accordance with 40 C.F.R. § 745.90.

75. Respondent's failure to ensure that all individuals performing renovation activities at the Subject Property on behalf of the firm are either certified renovators or have been trained by a certified renovator in accordance with § 745.90 violated 40 C.F.R. § 745.89(d)(1) and 15 U.S.C. § 2689.

**Count 28 – Failure to Ensure Renovator Discharges all Required Responsibilities**

76. Complainant incorporates paragraphs 1 through 39 of this CAFO as if set forth in this paragraph.

77. For the renovation project at the Subject Property, Respondent failed to ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

78. Respondent's failure to ensure that all individuals performing renovation activities at the Subject Property on behalf of the firm are either certified renovators or have been trained by a certified renovator in accordance with 40 C.F.R. § 745.90 violated 40 C.F.R. § 745.89(d)(2) and 15 U.S.C. § 2689.

### **Civil Penalty**

79. 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 \$338. In determining the penalty amount, Complainant considered the nature, circumstances, extent and gravity of the violations, and, with respect to Respondent, 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.

80. Respondent agrees to pay a civil penalty in the amount of \$338 ("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 Respondent's financial information and determined Respondent has 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.

81. 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>.

82. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Agreement, **TSCA-05-2025-0015**.

- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 5  
[r5hearingclerk@epa.gov](mailto:r5hearingclerk@epa.gov)

Craig Meredith  
Pesticides and Toxics Compliance Section  
U.S. Environmental Protection Agency, Region 5  
[Meredith.craig@epa.gov](mailto:Meredith.craig@epa.gov)  
and  
[R5LEECAB@epa.gov](mailto:R5LEECAB@epa.gov)

Robin L. 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  
[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.

83. 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 Respondent fails 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 standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.

- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondent fails 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.

84. 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 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 Respondent's licenses or other privileges, or suspend or disqualify Respondent 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.

#### **General Provisions**

85. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: [jacobs.robin@epa.gov](mailto:jacobs.robin@epa.gov) (for Complainant), and [schaer77@aol.com](mailto:schaer77@aol.com) (for Respondent).

Respondent understands that the CAFO will become publicly available upon filing.

86. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

87. 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.

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

89. Respondent certifies that she is complying with the Lead Act and the Disclosure Rule.

90. The terms of this CAFO bind Respondent, and her successors and assigns.

91. 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.

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

93. This CAFO constitutes the entire agreement between the parties.

**Pamela Schaer, Respondent**

2/14/25  
Date

  
Pamela Schaer

**United States Environmental Protection Agency, Complainant**

**MICHAEL HARRIS** Digitally signed by MICHAEL HARRIS  
Date: 2025.03.10 08:32:55 -05'00'

Michael D. Harris  
Director  
Enforcement and Compliance Assurance Division

**In the Matter of Pamela Schaer**  
**Docket No.: TSCA-05-2025-0015**

**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: 2025.03.10 10:13:09  
-05'00'

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