

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103



In the Matter of: :
:
BOLD REALTY, LLC : U.S. EPA Docket No. TSCA-03-2025-0102
70 WERNER STREET :
WERNERSVILLE, PENNSYLVANIA 19565 : Proceeding under Sections 16(a) and 409 of the
: Toxic Substances Control Act, 15 U.S.C. §§ 2615
Respondent. : and 2689

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 (“Complainant”) and Bold Realty, LLC (“Respondent”) (collectively the “Parties”), pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act, 15 U.S.C. §§ 2615 and 2689, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. The Toxic Substances Control Act authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under Toxic Substances Control Act (“TSCA” or the “Act”) for the violations alleged herein.
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(5).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney’s fees in connection with this proceeding.
11. By signing this Consent Agreement, 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.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
13. On July 24, 2024, EPA Inspectors conducted a joint records inspection with the U.S. Department of Housing and Urban Development (“HUD”) of Respondent’s offices located at 70 Werner Street, Wernersville, Pennsylvania 19565 to determine

Respondent’s Compliance with the Lead Disclosure Rule and Lead-Based Paint Renovation Repair and Painting Rule, codified at 40 C.F.R. Part 745, Subpart E (the “Inspection”).

- 14. On July 24, 25, and 30, 2024, Respondent provided the EPA with additional records via email.
- 15. During the Inspection, the EPA Inspectors collected lease contracts for the following nine (9) rental properties (collectively, “Subject Properties”):

Property Address	Date of Lease Contract
152 S. Hanover Street, Lebanon, PA 17042	June 1, 2024
331 Rose St., Reading, PA 19601	June 1, 2024
205 Upland Ave., Reading, PA 19611	November 2, 2022
552 Wunder St., Reading, PA 19602	November 2, 2020
1156 N 11th St., 2nd FL, Reading, PA 19604	July 22, 2022
204 S Margareta St., Schuylkill Haven, PA 17972	April 1, 2024
18 E Market St., Myerstown, PA 17067	February 1, 2023
401 Chestnut Street, Pottstown, PA 19464	January 1, 2024
1150 N 10th St., Reading, PA 19604	September 1, 2022

- 16. 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.
- 17. Section 401 of TSCA, 15 U.S.C. § 2681(17), 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). *See also* 40 C.F.R. § 745.103.
- 18. Respondent is, and at all times relevant to the violations alleged herein, was a “lessor” as that term is defined in 40 C.F.R. § 745.103 and is subject to the assessment of civil penalties for the violations alleged herein.
- 19. The Subject Properties are, and at all times relevant to the violations alleged herein, were “target housing,” as that term is defined in Section 401 of TSCA, 15 U.S.C. § 2681(17) and 40 C.F.R. § 745.103.
- 20. Respondent is, and at all times relevant to the violations alleged herein, was the lessor of the Properties.

Count I

Failure to Include, As an Attachment or Within the Contract to Lease Target Housing, the Lead Warning Statement

- 21. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
- 22. 40 C.F.R. § 745.113(b)(1) requires “[e]ach contract to lease target housing shall include, as an attachment or within the contract . . .the Lead Warning Statement.”
- 23. At the time that the leases were entered into for the following three (3) properties:

552 Wunder St., Reading, PA 19602
1156 N 11th St., 2nd FL, Reading, PA 19604
1150 N 10th St., Reading, PA 19604

Respondent failed to include the Lead Warning Statement as an attachment to or within the lease contracts.

- 24. At the time that the leases were entered into for the properties, Respondent violated 40 C.F.R. § 745.113(b)(1) by failing to include in each lease listed above in paragraph 23, the Lead Warning Statement as an attachment to or within the lease contracts.
- 25. In failing to comply with 40 C.F.R. § 745.113(b)(1), Respondent is in violation of Section 409 of TSCA, 15 U.S.C. § 2689, and is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

Count II

Failure to Include, As an Attachment or Within the Contract to Lease Target Housing, a Statement Disclosing the Presence of Known Lead-Based Paint or Lead-Based Paint Hazards or Indicating No Knowledge of Lead-Based Paint or Lead-Based Paint Hazards

- 26. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
- 27. 40 C.F.R. § 745.113(b)(2) requires “[e]ach contract to lease target housing shall 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 in the target housing being leased 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.”

28. At the time that the leases were entered into for the nine (9) Subject Properties, Respondent failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards as an attachment to or within the lease contracts.
29. At the time that the leases were entered into for the nine (9) Subject Properties, Respondent violated 40 C.F.R. § 745.113(b)(2) by failing to include in the lease contracts for the Subject Properties, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards as an attachment to or within the lease contracts.
30. In failing to comply with 40 C.F.R. § 745.113(b)(1), Respondent is in violation of Section 409 of TSCA, 15 U.S.C. § 2689, and is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

CIVIL PENALTY

31. In settlement of the EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of Thirteen Thousand Four Hundred and Thirty-Six Dollars (\$13,436), which Respondent shall be liable to pay in accordance with the terms set forth below.
32. The civil penalty is based upon the EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in TSCA, Section 16(a), 15 U.S.C. § 2615(a) including, the following: the nature, circumstances, extent, and gravity of the violation or violations and, with respect to the violator, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to the EPA's Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy (December 2007), which reflects the statutory penalty criteria and factors set forth at TSCA, Section 16(a)(2)(B), 15 U.S.C. 2615(a)(2)(B), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
33. The civil penalty is also based upon an analysis of Respondent's ability to pay a civil penalty. This analysis was based upon a Certified Statement submitted to the EPA by Respondent.
34. Respondent agrees to pay a civil penalty in the amount of \$13,436 ("Assessed Penalty"). Based upon Respondent's documented inability to pay claim, and in accordance with applicable laws, the EPA conducted an analysis of Respondent's financial information

and determined that the Assessed Penalty is an appropriate amount to settle this action, which Respondent consents to pay as follows.

a. The Assessed Penalty will be paid in six (6) equal installments, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at the 7%. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be \$13,697.28. The first payment is due within thirty (30) days after the Effective Date of the Consent Agreement and Final Order. Respondent’s subsequent payments shall thereafter be due in 30 day intervals from said Effective Date.

b. Respondent shall make payments in accordance with the following schedule:

Payment No.	Principal Amount	Interest	Date Payment Due (From Effective Date of Consent Agreement)	Payment Amount Due
1	2,282.88	0.00	Within 30 Days	\$ 2,282.88
2	2,152.25	130.63	Within 60 Days	\$ 2,282.88
3	2,230.63	52.25	Within 90 Days	\$ 2,282.88
4	2,243.69	39.19	Within 120 Days	\$ 2,282.88
5	2,256.75	26.13	Within 150 Days	\$ 2,282.88
6	2,269.79	13.09	Within 180 Days	\$ 2,282.88
Total:	13,436.00	261.28		\$ 13,697.28

c. Notwithstanding Respondent’s agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$13,436 within thirty 30 days of the Effective Date and, thereby avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

35. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the installment payment schedule set forth in Paragraph 34, immediately above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, applicable interest, administrative handling charges and late payment

penalty charges as described in Paragraphs 38 through 39, below, in the event of any such failure or default.

36. 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>. Any checks should be made payable to "Treasurer, United States of America."
37. When making a payment, Respondent shall:
- a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, TSCA-03-2025-0102;
 - b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve Proof of Payment simultaneously **by email** to the following person(s):

Hannah Leone
Assistant Regional Counsel
Leone.hannah@epa.gov,

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

and

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@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 the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

38. 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 Consent Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.
- a. Interest. Interest begins to accrue from the Effective 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 the EPA's costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Consent Agreement, the EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective 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.
39. 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 Consent Agreement, the 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 the EPA or engaging in programs the 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.
40. 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.

41. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
42. In no event shall Respondent pay any portion of the civil penalty or interest thereon from funds restricted from use for such purpose under statutes or regulations implemented by HUD including 42 U.S.C. §§1404a-1440 as amended and annual HUD appropriations acts (currently within Transportation, Housing and Urban Development and Related Agencies Appropriation Acts) and related regulations. The EPA and HUD acknowledge this restriction in no way impacts the EPA's ability to include a penalty assessment as a component of an enforcement action.
43. Payment of the civil penalty, in accordance with the above terms and provisions, is due and payable immediately upon Respondent's receipt of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed the EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
44. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: leone.hannah@epa.gov (for Complainant), and trent@boldpa.com (for Respondent).

GENERAL SETTLEMENT CONDITIONS

45. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
46. Respondent certifies that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information about Respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity in such event. Respondent

and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

47. Respondent certifies to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

48. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of TSCA or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

49. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violation[s] alleged against Respondent in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). The EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

EXECUTION /PARTIES BOUND

50. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By providing the signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that the person signing is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

EFFECTIVE DATE

51. The effective date of this Consent Agreement and Final Order (“Effective Date”) is the date on which the Final Order, signed by the Regional Administrator of the EPA, Region 3, or the Regional Administrator’s designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

ENTIRE AGREEMENT

52. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

For Respondent: BOLD REALTY, LLC

Date: 5/19/25

By:  Trent Stauffer
Owner

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or the Regional Administrator's designee, the Regional Judicial Officer, issue the attached Final Order.

By: **KAREN MELVIN** Digitally signed by KAREN MELVIN
Date: 2025.06.05 11:18:06 -04'00'

[Digital Signature and Date]
Karen Melvin, Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: **HANNAH LEONE** Digitally signed by HANNAH LEONE
Date: 2025.05.23 08:47:00 -04'00'

[Digital Signature and Date]
Hannah Leone
Assistant Regional Counsel
U.S. EPA – Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103



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BOLD REALTY, LLC	:	U.S. EPA Docket No. TSCA-03-2025-0102
70 WERNER STREET	:	
WERNERSVILLE, PENNSYLVANIA 19565	:	Proceeding under Sections 16(a) and 409 of the
	:	Toxic Substances Control Act, 15 U.S.C. §§ 2615
Respondent.	:	and 2689

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, Bold Realty, LLC, have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22, Sections 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the Parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the EPA's Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy (December 2007) which reflects the statutory penalty criteria and factors set forth in TSCA, Section 16(a)(2)(B), 15 U.S.C. 2615(a)(2)(B).

NOW, THEREFORE, PURSUANT TO Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a)(2)(B), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **THIRTEEN THOUSAND FOUR HUNDRED AND THIRTY-SIX DOLLARS (\$13,436)**, in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of Toxic Substances Control Act and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: **JOSEPH LISA** Digitally signed by JOSEPH
LISA
Date: 2025.06.09 13:18:21
-04'00'

Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

In the Matter of: :
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BOLD REALTY, LLC :
70 WERNER STREET : U.S. EPA Docket No. TSCA-03-2025-0102
WERNERSVILLE, PENNSYLVANIA 19565 :
Respondent. : Proceeding under Section 16(a) and 409 of the
: Toxic Substances Control Act, 15 U.S.C.
: §§ 2615 and 2689

CERTIFICATE OF SERVICE

I certify that the foregoing *Consent Agreement and Final Order* was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the *Consent Agreement and Final Order*. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Trent Stauffer, Owner
Bold Realty, LLC
Trent@boldpa.com
70 Werner Street
Wernersville, Pennsylvania 19565

Hannah Leone
Assistant Regional Counsel
U.S. EPA, Region 3
Leone.hannah@epa.gov

Karlene Freeman
Enforcement Officer
U.S. EPA, Region 3
Freeman.karlene@epa.gov

BEVIN ESPOSITO  Digitally signed by BEVIN
ESPOSITO
Date: 2025.06.09 13:31:17 -04'00'

[Digital Signature and Date]
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 3