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CONSENT AGREEMENT AND FINAL ORDER PURSUANT TO 40 C.F.R. §§ 22.13 AND 22.18

The United States Environmental Protection Agency, Region IX ("EPA"), and Ferenc Szuchopa D/B/A Pin-Point-Painting ("Respondent") agree to settle this matter and consent to the entry of this Consent Agreement and Final Order ("CAFO"), which simultaneously commences and concludes this matter in accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b).

1. This is a civil administrative penalty action brought against Respondent pursuant to Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a), for violations of Section 409 of TSCA, 15 U.S.C. § 2689, for failing to comply with Sections 402 and 406 of TSCA,

In the Matter of: Ferenc Szuchopa D/B/A Pin-Point-Painting
1 Consent Agreement and Final Order

1 15 U.S.C. §§ 2682 and 2686, and their implementing regulations promulgated at
2 40 C.F.R. Part 745, Subpart E ("Subpart E").

3 2. Complainant is the Manager of the Toxics Section, Enforcement and Compliance
4 Assurance Division, U.S. Environmental Protection Agency, Region IX, who has been duly
5 delegated the authority to bring and settle this action under TSCA.

6 3. Respondent is a sole proprietorship that provides painting services for residential and
7 commercial properties with its principal business office located in Pleasant Hill, California.

8 **II. APPLICABLE STATUTORY AND REGULATORY SECTIONS**

9 4. Pursuant to Section 402(a) and (c) of TSCA, 15 U.S.C. § 2682(a) and (c), Subpart E sets
10 forth requirements for certification of individuals and firms engaged in lead-based paint
11 activities and work practice standards for renovation, repair, and painting activities in target
12 housing and child-occupied facilities.

13 5. Pursuant to Section 406(b) of TSCA, 15 U.S.C. § 2686(b), Subpart E requires a person
14 who performs renovations for compensation in target housing and child-occupied facilities to
15 provide a lead hazard information pamphlet to the owner and occupant before beginning the
16 renovation.

17 6. "Firm" means a company, partnership, corporation, sole proprietorship, or individual
18 doing business, association, or other business entity; a Federal, State, Tribal, or local
19 government agency; or a nonprofit organization. 40 C.F.R. § 745.83.

20 7. "Painted surface" means a component surface covered in whole or in part with paint or
21 other surface coatings. 40 C.F.R. § 745.83.

8. "Pamphlet" means the EPA pamphlet titled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" developed under Section 406(a) of TSCA for use in complying with Section 406(b) of TSCA, or any State or Tribal pamphlet approved by the EPA pursuant to 40 C.F.R. § 745.326 that is developed for the same purpose.

40 C.F.R. § 745.83.

9. "Person" means any natural or judicial person including any individual, corporation, partnership, or association; any Indian Tribe, State, or political subdivision thereof; any interstate body; and any department, agency, or instrumentality of the Federal Government.

40 C.F.R. § 745.83.

10. "Renovation" means the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is part of an abatement as defined by 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, 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 planning thresholds to install weatherstripping), and interim controls that disturb painted surfaces. The term "renovation" does not include minor repair and maintenance activities.

40 C.F.R. § 745.83.

11. "Renovator" means any individual who either performs or directs workers who perform

1 renovations. A certified renovator is a renovator who has successfully completed a renovator
2 course accredited by the EPA or an EPA-authorized State or Tribal program. 40 C.F.R. § 745.83.

3 12. "Target housing" means any housing constructed prior to 1978, except housing for the
4 elderly or persons with disabilities or any 0-bedroom dwelling (unless any child who is less than
5 six years of age resides or is expected to reside in such housing). Section 401(17) of TSCA,
6 15 U.S.C. § 2681(17).

7 13. No more than 60 days before beginning renovation activities in any residential dwelling
8 unit of target housing, the firm performing the renovation must provide the owner of the unit
9 with the "pamphlet," and either obtain from the owner a written acknowledgment that the
10 owner has received the "pamphlet" or obtain a certificate of mailing of the "pamphlet" at least
11 7 days prior to the renovation. 40 C.F.R. § 745.84(a)(1).

12 14. On or after April 22, 2010, no firm may perform a renovation without certification from
13 the EPA under 40 C.F.R. § 745.89(a) in target housing and child-occupied facilities, unless the
14 renovation is performed in target housing or a child-occupied facility that has been determined
15 to be lead-free pursuant to 40 C.F.R. § 745.82(a). 40 C.F.R. § 745.81(a)(2)(ii).

16 15. Firms that perform renovations for compensation must apply to the EPA for certification
17 to perform renovations. 40 C.F.R. § 745.89(a).

18 16. Firms performing renovations must ensure that a certified renovator is assigned to each
19 renovation performed by the firm and discharges all of the certified renovator responsibilities
20 identified in 40 C.F.R. § 745.90. 40 C.F.R. § 745.89(d)(2).

21 17. Firms performing renovations must retain and, if requested, make available to the EPA

1 all records necessary to demonstrate compliance with this subpart for a period of three years
2 following completion of the renovation. 40 C.F.R. § 745.86(a).

3 18. Firms performing renovations must retain documentation of compliance with the
4 requirements of 40 C.F.R. § 745.85, including, but not limited to, the following documentation:
5 a certified renovator was assigned to the project; a certified renovator provided on-the-job
6 training for workers used on the project; a certified renovator performed or directed workers
7 who performed all of the work practice tasks described in 40 C.F.R. § 745.85(a); and a certified
8 renovator performed the post-renovation cleaning verification described in
9 40 C.F.R. § 745.85(b). 40 C.F.R. § 745.86(b)(6).

10 19. Firms must post signs clearly defining the work area and warning occupants and other
11 persons not involved in renovation activities to remain outside of the work area.
12 40 C.F.R. § 745.85(a)(1).

13 20. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and the Civil Monetary Penalty Inflation
14 Adjustment Rule at 40 C.F.R. Part 19, which implements the Federal Civil Penalties Inflation
15 Adjustment Act of 1990, 28 U.S.C. § 2461, as amended, authorize civil penalties not to exceed
16 \$49,772 per day for each violation of Section 409 of TSCA, 15 U.S.C. § 2689, that occurred after
17 November 2, 2015, where penalties are assessed on or after January 8, 2025.

18 **III. ALLEGATIONS**

19 21. At all times relevant to this CAFO, Respondent was a "person," as that term is defined at
20 40 C.F.R. § 745.83.

21 22. At all times relevant to this CAFO, Respondent was a "firm," as that term is defined at

1 40 C.F.R. § 745.83.

2 23. From on or about August 17, 2020, to on or about August 28, 2020, Respondent
3 performed a "renovation" for compensation, as that term is defined at 40 C.F.R. § 745.83, at a
4 residential property located at 1316 Harmon Street in Berkeley, California ("Berkeley
5 Property").

6 24. At all times relevant to this CAFO, the Berkeley Property was "target housing," as that
7 term is defined at Section 401(17) of TSCA, 15 U.S.C. § 2681(17).

8 25. At all times relevant to this CAFO, the Berkeley Property had not been determined to be
9 lead-free pursuant to 40 C.F.R. §745.82(a).

10 FIRM CERTIFICATION

11 26. At all times relevant to this CAFO, Respondent did not have a certification from EPA
12 under 40 C.F.R. §745.89(a) when it performed the renovation for compensation at the Berkeley
13 Property.

14 27. Respondent's failure to have obtained certification from EPA under 40 C.F.R. §745.89(a)
15 to perform renovations for compensation in target housing when it performed the renovation
16 at the Berkeley Property constitutes one (1) violation of 40 C.F.R. § 745.81(a)(2)(ii) and Section
17 409 of TSCA, 15 U.S.C. § 2689.

18 INFORMATION DISTRIBUTION REQUIREMENTS

19 28. At all times relevant to this CAFO, Respondent did not obtain written acknowledgment
20 from the owner of the Berkeley Property that the owner had received the "pamphlet," as
21 defined at 40 C.F.R. § 745.83, before beginning renovation activities at the Berkeley Property.

29. Respondent's failure to obtain a written acknowledgement from the owner of the Berkeley Property that the owner had received the "pamphlet" before beginning renovation activities at the Berkeley Property constitutes one (1) violation of 40 C.F.R. § 745.84(a)(1), and Section 409 of TSCA, 15 U.S.C. § 2689.

FIRM RESPONSIBILITIES

30. At all times relevant to this CAFO, Respondent did not ensure that a certified renovator was assigned to the renovation at the Berkeley Property and discharged all the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

31. Respondent's failure to ensure that a certified renovator was assigned to the renovation at the Berkeley Property and discharged all the certified renovator responsibilities identified in 40 C.F.R. § 745.90, constitutes one (1) violation of 40 C.F.R. § 745.89(d)(2), and Section 409 of TSCA, 15 U.S.C. § 2689.

RECORDKEEPING REQUIREMENTS

32. At all times relevant to this CAFO, Respondent did not retain documentation for the renovation at the Berkeley Property that: a certified renovator was assigned to the renovation; a certified renovator provided on-the-job training for workers used on the renovation; a certified renovator performed or directed workers who performed all of the work practice tasks described in 40 C.F.R. § 745.85(a); and a certified renovator performed the post-renovation cleaning verifications described in 40 C.F.R. § 745.85(b).

33. Respondent's failure to retain documentation that: a certified renovator was assigned to the renovation; a certified renovator provided on-the-job training for workers used on the

1 renovation; a certified renovator performed or directed workers who performed all of the work
2 practice tasks described in 40 C.F.R. § 745.85(a); and a certified renovator performed the post-
3 renovation cleaning verifications described in 40 C.F.R. § 745.85(b) for the renovation at the
4 Berkeley Property constitutes four (4) violations of 40 C.F.R. § 745.86(a), and Section 409 of
5 TSCA, 15 U.S.C. § 2689.

6 **WORK PRACTICE STANDARDS: STANDARDS FOR RENOVATION ACTIVITIES**

7 34. During the renovation at the Berkeley Property, Respondent's worker did not post
8 warning signs that clearly defined the work area and warning occupants and other persons not
9 involved in renovation activities to remain outside of the work area.

10 35. Respondent's failure to post warning signs clearly defining the work area and warning
11 occupants and other persons not involved in renovation activities to remain outside of the work
12 area during the renovation at the Berkeley Property constitutes one (1) violation of 40 C.F.R.
13 § 745.85(a)(1), and Section 409 of TSCA, 15 U.S.C. § 2689.

14 **IV. RESPONDENT'S ADMISSIONS**

15 36. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding,
16 Respondent:

- 17 a. admits that EPA has jurisdiction over the subject matter of this CAFO and over
18 Respondent;
19 b. neither admits nor denies the specific factual allegations contained in Section III
20 of this CAFO;
21 c. consents to the assessment of the civil administrative penalty contained in

1 Section V of this CAFO and to any conditions specified in the CAFO;

2 d. waives any right to contest the allegations contained in Section III of this CAFO;

3 and

4 e. waives the right to appeal the Final Order accompanying this Consent

5 Agreement.

6 In addition, by signing this Consent Agreement, Respondent waives any rights or defenses that
7 Respondent has or may have for this matter to be resolved in federal court, including, but not
8 limited to, any right to a jury trial and waives any right to challenge the lawfulness of the Final
9 Order accompanying this Consent Agreement.

10 **V. CIVIL ADMINISTRATIVE PENALTY**

11 37. Respondent agrees to the assessment of a penalty in the amount of FOURTEEN
12 THOUSAND, SIX HUNDRED AND THREE DOLLARS (\$14,603) as final settlement of the civil claims
13 against Respondent arising under TSCA as alleged in Section III of this CAFO.

14 38. No later than thirty (30) days from the effective date of this CAFO, Respondent shall pay
15 the assessed penalty above using any method or combination of appropriate methods provided
16 on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions
17 see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. Respondent
18 can contact the EPA Cincinnati Finance Center at 513-487-2092 if any clarification regarding a
19 particular method of payment remittance is needed. Payment shall be accompanied by a
20 transmittal letter identifying Respondent, the case name, the case docket number and this
21 CAFO. Concurrent with delivery of the payment, Respondent shall send notification that the

1 payment has been made by one of the methods provided, including proof of the date payment
2 was made, and the transmittal letter to the following addresses:

3 Regional Hearing Clerk
4 U.S. EPA, Region IX
5 r9HearingClerk@epa.gov
6

7 Christopher Rollins
8 Enforcement and Compliance Assurance Division
9 U.S. EPA, Region IX
10 Rollins.Christopher@epa.gov
11

12 U.S. Environmental Protection Agency
13 Cincinnati Finance Center
14 CINWD_AcctsReceivable@epa.gov
15

16 39. Payment of the above civil administrative penalty shall not be used by Respondent or
17 any other person as a tax deduction from Respondent's federal, state, or local taxes.

18 40. If Respondent fails to pay the assessed civil administrative penalty specified in
19 Paragraph 37 by the deadline specified in Paragraph 38, then Respondent shall pay to the EPA a
20 stipulated penalty of ONE HUNDRED DOLLARS (\$100) per day for each day that payment is late
21 in addition to the assessed penalty. Stipulated penalties shall accrue until such time as the
22 assessed penalty and all accrued stipulated penalties are paid and shall become due and
23 payable upon written request by the EPA. In addition, failure to pay the civil administrative
24 penalty by the deadline specified in Paragraph 38 may lead to any or all of the following
25 actions:

- 26 a. The debt being referred to a credit reporting agency, a collection agency, or to
27 the Department of Justice for filing of a collection action in the appropriate
28 United States District Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such

1 collection action, the validity, amount, and appropriateness of the assessed
2 penalty and of this CAFO shall not be subject to review.

3 b. The debt being collected by administrative offset (i.e., the withholding of money
4 payable by the United States to, or held by the United States for, a person to
5 satisfy the debt the person owes the Government), which includes, but is not
6 limited to, referral to the Internal Revenue Service for offset against income tax
7 refunds. 40 C.F.R. Part 13, Subparts C and H.

8 c. The EPA may (i) suspend or revoke Respondent's licenses or other privileges; or
9 (ii) suspend or disqualify Respondent from doing business with the EPA or
10 engaging in programs the EPA sponsors or funds. 40 C.F.R. § 13.17.

11 d. In accordance with the Debt Collection Act of 1982 and 40 C.F.R. Part 13,
12 interest, penalties charges, and administrative costs will be assessed against the
13 outstanding amount that Respondent owes to the EPA for Respondent's failure
14 to pay in full the assessed civil administrative penalty by the deadline specified in
15 Paragraph 38. Interest will be assessed at an annual rate that is equal to the rate
16 of current value of funds to the United States Treasury (i.e., the Treasury tax and
17 loan account rate) as prescribed and published by the Secretary of the Treasury
18 in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins.
19 40 C.F.R. § 13.11(a)(1). Penalty charges will be assessed monthly at a rate of 6%
20 per annum. 40 C.F.R. § 13.11(c). Administrative costs for handling and collecting
21 Respondent's overdue debt will be based on either actual or average cost

1 incurred and will include both direct and indirect costs. 40 C.F.R. § 13.11(b). In
2 addition, if this matter is referred to another department or agency (e.g., the
3 Department of Justice, the Internal Revenue Service), that department or agency
4 may assess its own administrative costs, in addition to the EPA's administrative
5 costs, for handling and collecting Respondent's overdue debt.

6 VI. RESPONDENT'S CERTIFICATION

7 41. In executing this CAFO, Respondent certifies that it is now fully in compliance with the
8 federal regulations promulgated at 40 C.F.R. Part 745, Subpart E.

9 VII. RETENTION OF RIGHTS

10 42. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's liability for
11 federal civil penalties for the violations and facts specifically alleged in Section III of this CAFO.
12 Nothing in this CAFO is intended to or shall be construed to resolve (i) any civil liability for
13 violations of any provision of any federal, state, or local law, statute, regulation, rule,
14 ordinance, or permit not specifically alleged in Section III of this CAFO; or (ii) any criminal
15 liability. The EPA specifically reserves any and all authorities, rights, and remedies available to it
16 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to
17 address any violation of this CAFO or any violation not specifically alleged in Section III of this
18 CAFO.

19 43. This CAFO does not exempt, relieve, modify, or affect in any way Respondent's duty to
20 comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and
21 permits.

1 **VIII. ATTORNEYS' FEES AND COSTS**

2 44. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this
3 proceeding.

4 **IX. EFFECTIVE DATE**

5 45. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CAFO shall be effective on
6 the date that the Final Order accompanying this Consent Agreement, having been approved
7 and issued by either the Regional Judicial Officer or Regional Administrator, is filed.

8 **X. BINDING EFFECT**

9 46. The undersigned representative of Complainant and the undersigned representative of
10 Respondent each certifies that he or she is fully authorized to enter into the terms and
11 conditions of this CAFO and to bind the party he or she represents to this CAFO.

12 47. The provisions of this CAFO shall apply to and be binding upon Respondent and its
13 officers, directors, employees, agents, trustees, servants, authorized representatives,
14 successors, and assigns.

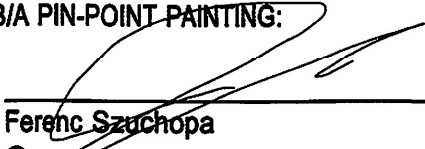
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FOR RESPONDENT, FERENC SZUCHOPA D/B/A PIN-POINT PAINTING:

11-08-2025

DATE


Ferenc Szuchopa
Owner
Pin-Point Painting

FOR COMPLAINANT, U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION IX:

11/19/2025

DATE

MATTHEW SALAZAR Digitally signed by MATTHEW SALAZAR
Date: 2025.11.19 10:11:12 -08'00'

Matt Salazar, PE
Manager, Toxics Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region IX

FINAL ORDER

Complainant and Respondent, having entered into the foregoing Consent Agreement,

IT IS HEREBY ORDERED that this Consent Agreement and Final Order (Docket No. TSCA-09-2026-0010) be entered, and that Respondent shall pay a civil administrative penalty in the amount of FOURTEEN THOUSAND, SIX HUNDRED AND THREE DOLLARS (\$14,603) and comply with the terms and conditions set forth in the Consent Agreement. This Consent Agreement and Final Order shall become effective upon filing.

Beatrice
Wong

Digitally signed by
Beatrice Wong
Date: 2025.11.25
15:19:55 -08'00'

DATE

Beatrice Wong
Regional Judicial Officer
U.S. Environmental Protection Agency, Region IX

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing Consent Agreement and Final Order in the matter of Ferenc
3 Szuchopa D/B/A Pin-Point-Painting (Docket No. TSCA-09-2026-0010) was filed with the
4 Regional Hearing Clerk, and that a true and correct copy of the same was sent to the following
parties via electronic mail, as indicated below:

5 **RESPONDENT:**

6 Ferenc Szuchopa
7 Ferenc Szuchopa D/B/A Pin-Point Painting
8 10 Dublin Court
9 Pleasant Hill, CA 94523
10 Pinpointpainting@hotmail.com

11 David B. Stromberg, Esq.
12 Stromberg Law Firm
13 1211 Newell Avenue, Suite 230
14 Walnut Creek, CA 94596
15 Stromberg@stromberglaw.com

16 **COMPLAINANT:**

17 Nathaniel N. Moore
18 Assistant Regional Counsel
19 Office of Regional Counsel, ORC-2-2
20 U.S. Environmental Protection Agency, Region
21 IX 75 Hawthorne Street
22 San Francisco, CA 94105
23 Moore.Nathaniel@epa.gov

24 **PONLY TU**

Digitally signed by
PONLY TU
Date: 2025.11.25
16:14:35 -08'00'

25 Ponly Tu
26 Regional Hearing Clerk
27 U.S. EPA - Region IX
28

29 CC: Christopher Rollins; rollins.christopher@epa.gov
30 Nathaniel Moore; moore.nathaniel@epa.gov

31 CERTIFICATE OF SERVICE