

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103

FILED

Jun 11, 2025

2:32 pm

U.S. EPA REGION 3  
HEARING CLERK

In the Matter of:

Forman Design, Inc.  
d/b/a CertaPro Painters of Fairfax,  
Prince William, and Northern Virginia  
43753 Raleigh Place  
Ashburn, VA 20147

Respondent.

:  
:  
: U.S. EPA Docket No. TSCA-03-2025-0107  
:  
: Proceeding under Sections 16(a) and 409 of the  
: Toxic Substances Control Act, 15. U.S.C.  
: §§ 2615(a) and 2689  
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:

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 Forman Design, Inc. d/b/a CertaPro Painters of Fairfax, Prince William, and Northern Virginia, and CertaPro Painters of Fairfax and Prince William ("Respondent") (collectively the "Parties"), pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act ("TSCA" or the "Act"), 15 U.S.C. §§ 2615(a) 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. Sections 16(a) and 409 of the Toxic Substances Control Act, 15 U.S.C. §§ 2615(a) and 2689, authorize 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 TSCA 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. Respondent is a corporation incorporated in the Commonwealth of Virginia whose primary business address is 43753 Raleigh Place, Ashburn, Virginia 20147. Respondent operates under the fictitious names "CertaPro Painters of Fairfax, Prince William, and Northern Virginia," and "CertaPro Painters of Fairfax and Prince William."
14. At all times relevant to the violations alleged in this complaint, Respondent was and is a "person" as the term is defined under 40 C.F.R. § 745.83.
15. At all times relevant to the violations alleged in this complaint, Respondent was and is a "firm" as the term is defined under 40 C.F.R. § 745.83.
16. On February 1, 2024, a duly authorized EPA inspector notified Respondent of the EPA's intent to conduct a records inspection pursuant to Section 409 of the TSCA, 15 U.S.C. § 2689.
17. On March 20, 2024, a duly authorized EPA inspector conducted a records inspection at the Respondent's office, located at 6993 Gateway Court, Manassas, VA 20109, to determine Respondent's compliance with the Lead-Based Paint Renovation Repair and Painting Rule ("RRP Rule"), codified at 40 C.F.R. Part 745, Subpart E ("Records Inspection").
18. During the Records Inspection, the EPA inspector identified and collected renovation contracts for review, for work conducted by Respondent at residential properties constructed prior to 1978, including contracts at the following property:

Lease #	Property Address	Date of Contract	Year Constructed
1	12614 Yardarm Pl., Woodbridge, VA 22192		1970

19. On March 13, 2025, the EPA issued Respondent a Show Cause and Opportunity to Confer ("Show Cause") letter identifying alleged violations of the RRP Rule.
20. On April 30, 2025, the Parties engaged in an Opportunity to Confer conference to discuss the alleged violations identified in the Show Cause letter.

**Count 1**

**Failure to Obtain Initial Firm Certification from EPA to Perform Renovations**

21. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
22. The RRP Rule, at 40 C.F.R. § 745.80 requires, inter alia, that all renovations performed for compensation in target housing must be conducted certified firms and renovators.
23. 40 C.F.R. § 745.81(a)(2)(ii) requires that firms performing renovations for compensation must be EPA-certified.
24. 40 C.F.R. § 745.89(a) requires that firms performing renovations for compensation must electronically apply to EPA for initial certification to perform renovations or dust sampling.
25. At the time of the renovations at the Properties listed in Paragraph 17 above, Respondent was not a certified firm.
26. In failing to comply with 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a), Respondent is in violation of Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, and is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

**Count 2**

**Failure to Make Available to EPA Records Demonstrating the Renovator's Compliance**

27. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
28. The RRP Rule, at 40 C.F.R. § 745.86(b)(6), requires that firms performing renovations must retain, for 3-years following completion of the renovation, and make available to EPA if requested, all records necessary to demonstrate compliance with the work practice standards specified in § 745.85(a) and the post-renovation cleaning verification in accordance with § 745.85(b).
29. At the time of and following EPA's Records Inspection, Respondent did not make available records to demonstrate its compliance with the RRP as requested by EPA.

30. In failing to comply with 40 C.F.R. § 745.86(b)(2), Respondent is in violation of Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 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 *FOUR THOUSAND SIX HUNDRED SEVENTEEN* dollars (\$4,617), 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 Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including the following: the nature, circumstances, extent and gravity of the violations, and with respect to the Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, and 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 *Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule* (August 2010) which reflects the statutory penalty criteria and factors set forth at Section 16(a)(2)(B) of TSCA, 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. Respondent agrees to pay a civil penalty in the amount of \$4,617 ("Assessed Penalty") within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
34. 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."
35. When making a payment, Respondent shall:
- Identify every payment with Respondent's name and the docket number of this Consent Agreement, **Docket No: TSCA-03-2025-0107**, and

- 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):

John Rutherford  
Assistant Regional Counsel  
[rutherford.john@epa.gov](mailto:rutherford.john@epa.gov),

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov),

and

U.S. EPA Region 3 Regional Hearing Clerk  
[R3\\_Hearing\\_Clerk@epa.gov](mailto: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.

36. 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.
37. 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.
38. 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.
39. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
40. Payment of the civil penalty is due and payable immediately upon receipt by Respondent 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).

The Parties consent to service of the Final Order by e-mail at the following valid email addresses: [rutherford.john@epa.gov](mailto:rutherford.john@epa.gov) (for Complainant), and [dforman@certapro.com](mailto:dforman@certapro.com) (for Respondent).

#### **GENERAL SETTLEMENT CONDITIONS**

41. 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.
42. 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, 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.
43. 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**

44. 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 the TSCA, or any regulations promulgated thereunder.



### **RESERVATION OF RIGHTS**

45. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violation 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**

46. 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**

47. 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**

48. 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.

*In Re: Forman Design, Inc.  
d/b/a CertaPro of Fairfax, Prince William and  
Northern Virginia*


*EPA Docket No. TSCA-03-2025-0107*

**For Respondent:**

Forman Design, Inc. d/b/a CertaPro of Fairfax, Prince William and Northern Virginia

Date: 4 JUNE 2025

By:

  
David Forman, 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: 2025.06.11 07:41:33  
-04'00'  
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[Digital Signature and Date]  
Karen Melvin, Director  
Enforcement & Compliance Assurance Division  
U.S. EPA – Region 3  
Complainant

Attorney for Complainant:

By: **Rutherford, John** Digitally signed by Rutherford,  
John  
Date: 2025.06.09 14:09:10  
-04'00'  
\_\_\_\_\_  
[Digital Signature and Date]  
John Rutherford  
Assistant Regional Counsel  
U.S. EPA – Region 3

FILED

Jun 11, 2025

2:32 pm

U.S. EPA REGION 3  
HEARING CLERK

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103

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Ashburn, VA 20147 : §§ 2615(a) and 2689  
Respondent. :  
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**FINAL ORDER**

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, Forman Design, Inc. d/b/a CertaPro Painters of Fairfax, Prince William, and Northern Virginia, 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 (with specific reference to [Sections 22.13(b) and 22.18(b)(2) and (3) (for *Super Consent Agreement/Final Orders*) or Sections 22.18(b)(2) and (3) (for *Consent Agreement/Final Orders*)]. 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 *Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule* (August 2010), and the statutory factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B).

**NOW, THEREFORE, PURSUANT TO** Sections 16(a) and 409 of TSCA, 15 U.S.C. §§ 2615(a) and 2689, 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 **FOUR THOUSAND SIX HUNDRED SEVENTEEN (\$4,617)**, 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 TSCA 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: 2025.06.11 11:18:43  
-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

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Forman Design, Inc.	: U.S. EPA Docket No. TSCA-03-2025-0107
d/b/a CertaPro Painters of Fairfax,	:
Prince William, and Northern Virginia	: Proceeding under Sections 16(a) and 409 of
43753 Raleigh Place	: the Toxic Substances Control Act, 15. U.S.C.
Ashburn, VA 20147	: §§ 2615(a) and 2689
	:
Respondent.	

**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:

David Forman, Owner  
Forman Design, Inc.  
d/b/a CertaPro of Fairfax, Prince William and  
Northern Virginia  
[dforman@certapro.com](mailto:dforman@certapro.com)

John Rutherford  
Assistant Regional Counsel  
U.S. EPA, Region 3 (3RC30)  
[zia.humane@epa.gov](mailto:zia.humane@epa.gov)

Annie Hoyt  
Lead Enforcement Coordinator  
U.S. EPA, Region 3 (3ED42)  
[hoyt.annie@epa.gov](mailto:hoyt.annie@epa.gov)

**BEVIN ESPOSITO**

Digitally signed by BEVIN  
ESPOSITO  
Date: 2025.06.11 14:34:06 -04'00'

[Digital Signature and Date]

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 3