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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 HAWTHORNE STREET  
SAN FRANCISCO, CALIFORNIA 94105

**In the Matter of:**

**Rooster Philben, Inc. doing business as Stout  
Management Company,**

**Respondent.**

**Docket No. TSCA-09-2026-0014**

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

**CONSENT AGREEMENT**

1           The United States Environmental Protection Agency, Region IX ("EPA"), and Rooster  
2           Philben, Inc. doing business as Stout Management Company ("Respondent") agree to settle  
3           this matter and consent to the entry of this Consent Agreement and Final Order ("CAFO"),  
4           which simultaneously commences and concludes this matter in accordance with 40 C.F.R. §§  
5           22.13(b) and 22.18(b).

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2. Complainant is the Manager of the Toxics Section of the Enforcement and Compliance Assurance Division, EPA, Region IX, who has been duly delegated the authority to bring this action and to sign a consent agreement settling this action under TSCA.

## II. APPLICABLE STATUTORY AND REGULATORY SECTIONS

5. "Lessor" means any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporation, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations. 40 C.F.R. § 745.103.

6. "Lessee" means any entity that enters into an agreement to lease, rent, or sublease,

1 including but not limited to individuals, partnerships, corporation, trusts, government  
2 agencies, housing agencies, Indian tribes and nonprofit organizations. 40 C.F.R. § 745.103.

3 7. "Target housing" means any housing constructed prior to 1978, except housing for the  
4 elderly or persons with disabilities (unless any child who is less than six year of age resides or is  
5 expected to reside in such housing) or any 0-bedroom dwelling. 40 C.F.R. § 745.103.

6 8. "Residential dwelling" means (1) a single-family dwelling, including attached structures  
7 such as porches and stoops; or (2) a single-family dwelling unit in a structure that contains more  
8 than one separate residential dwelling unit, and in which each such unit is used or occupied,  
9 or intended to be used or occupied, in whole or in part, as the residence of one or more  
10 persons. 40 C.F.R. § 745.103.

11 9. 40 C.F.R. § 745.113(b) provides that each contract to lease target housing shall include,  
12 as an attachment or withing the contract: (1) a specified lead warning statement; (2) a  
13 statement by the lessor disclosing the presence of any known lead-based paint and/or lead-  
14 based paint hazards or the lack of knowledge of such presence; (3) a list of any records or  
15 reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in  
16 the target housing or a statement that no such records exist; (4) a statement by the lessee  
17 affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead  
18 Hazard Information Pamphlet required under 15 U.S.C. §2686; and (5) the signature and dates  
19 of signature of the lessor, agent and lessee certifying the accuracy of their statements.

20 10. As provided at 40 C.F.R. § 745.118(e), failure to comply with 40 C.F.R. § 745.113 is a  
21 violation of Section 409 of TSCA, 15 U.S.C. § 2689, and the penalty for each such violation shall

not be more than \$22,263 for violations occurring after November 2, 2015, where penalties are assessed on or after January 8, 2025, pursuant to the Civil Monetary Penalty Inflation Adjustment Rule at 40 C.F.R. Part 19 (as amended by 90 Fed. Reg. 1375 (January 8, 2025)).

### III. ALLEGATIONS

1. EPA has jurisdiction over this matter pursuant to Section 1018.

2. At all times relevant to this CAFO, Respondent was a “lessor” of the “residential dwellings” in Las Vegas, Nevada at the addresses listed below, as those terms are defined in 40 C.F.R. § 745.103.

| Line No. | Street Address               | City      | State | Zip Code | Property Type | Year Constructed |
|----------|------------------------------|-----------|-------|----------|---------------|------------------|
| 1        | 2165 E Rochelle Avenue       | Las Vegas | NV    | 89119    | Multi-Family  | 1974             |
| 2        | 713 E Sahara Avenue          | Las Vegas | NV    | 89104    | Multi-Family  | 1962             |
| 3        | 3940 Algonquin Drive         | Las Vegas | NV    | 89119    | Multi-Family  | 1977             |
| 4        | 5812 W Washington Ave        | Las Vegas | NV    | 89107    | Multi-Family  | 1963             |
| 5        | 6000 W Washington Ave        | Las Vegas | NV    | 89107    | Multi-Family  | 1963             |
| 6        | 5100 O'Bannon Drive          | Las Vegas | NV    | 89146    | Multi-Family  | 1977             |
| 7        | 3831 University Center Drive | Las Vegas | NV    | 89119    | Multi-Family  | 1972             |
| 8        | 4805 Heidi Street            | Las Vegas | NV    | 89119    | Multi-Family  | 1972             |
| 9        | 1356 Elizabeth Avenue        | Las Vegas | NV    | 89119    | Multi-Family  | 1972             |
| 10       | 3501 S Maryland Parkway      | Las Vegas | NV    | 89169    | Multi-Family  | 1962             |
| 11       | 2647 Karen Court             | Las Vegas | NV    | 89109    | Multi-Family  | 1963             |
| 12       | 1450 E Harmon Avenue         | Las Vegas | NV    | 89119    | Multi-Family  | 1977             |

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1 13. During calendar years 2023 through 2025, Respondent entered into the following lease  
2 agreements at the properties referenced in Paragraph 12 for an occupancy greater than 100  
3 days:

| Line No. | Street Address                                     | Initial Date of Lease | Complete Lease Period |
|----------|----------------------------------------------------|-----------------------|-----------------------|
| 1        | 2165 E Rochelle Avenue #6, Las Vegas, NV 89119     | 8/16/2024             | 2024 to 2025          |
| 2        | 2165 E Rochelle Avenue #58, Las Vegas, NV 89119    | 8/2/2024              | 2024 to 2025          |
| 3        | 713 E Sahara Avenue #130, Las Vegas, NV 89104      | 7/25/2024             | 2024 to 2025          |
| 4        | 3940 Algonquin Drive #175, Las Vegas, NV 89119     | 7/15/2024             | 2024 to 2025          |
| 5        | 3940 Algonquin Drive #183, Las Vegas, NV 89119     | 8/2/2023              | 2023 to 2024          |
| 6        | 5812 W Washington Ave #B, Las Vegas, NV 89107      | 8/31/2024             | 2024 to 2025          |
| 7        | 6000 W Washington Ave #A, Las Vegas, NV 89107      | 3/29/2024             | 2024 to 2025          |
| 8        | 5100 O'Bannon Drive #17, Las Vegas, NV 89146       | 8/2/2024              | 2024 to 2025          |
| 9        | 3831 University Center Dr #30, Las Vegas, NV 89119 | 6/6/2024              | 2024 to 2025          |
| 10       | 3831 University Center Dr #37, Las Vegas, NV 89119 | 5/22/2024             | 2024 to 2025          |
| 11       | 4805 Heidi Street #4, Las Vegas, NV 89119          | 7/1/2024              | 2024 to 2025          |
| 12       | 1356 Elizabeth Avenue #8, Las Vegas, NV 89119      | 6/25/2024             | 2024 to 2025          |
| 13       | 3501 S Maryland Pkwy #18, Las Vegas, NV 89169      | 8/6/2024              | 2024 to 2025          |
| 14       | 3501 S Maryland Pkwy #35, Las Vegas, NV 89169      | 8/1/2024              | 2024 to 2025          |
| 15       | 2647 Karen Court #520, Las Vegas, NV 89109         | 8/2/2024              | 2024 to 2025          |
| 16       | 2647 Karen Court #705, Las Vegas, NV 89109         | 8/19/2024             | 2024 to 2025          |
| 17       | 1450 E Harmon Avenue 107-D, Las Vegas, NV 89119    | 6/17/2024             | 2024 to 2025          |
| 18       | 1450 E Harmon Avenue 204-D, Las Vegas, NV 89119    | 6/8/2024              | 2024 to 2025          |

13  
14 14. At all times relevant to this CAFO, the residential dwellings referenced in Paragraph 13  
15 were "target housing," as that term is defined in 40 C.F.R. § 745.103.

16 15. At all times relevant to this CAFO, each individual who entered into a lease agreement  
17 referenced in Paragraph 13 with Respondent was a "lessee," as defined in 40 C.F.R. § 745.103.

18 16. 40 C.F.R. § 745.113(b)(2) provides that each contract to lease target housing shall  
19 include, as an attachment or within the contract, *inter alia*, a statement by the lessor disclosing  
20 the presence of known lead-based paint and/or lead-based paint hazards in the target housing  
21 being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based

1 paint hazards.

2 17. Respondent failed to include the required statement disclosing either the presence of  
3 any known lead-based paint and/or lead-based paint hazards in the target housing or a lack  
4 of knowledge of such presence, either in or attached to, each of the leases referenced in line  
5 numbers 3, 5, 8, 9, 10, 11 and 12 in the table set forth in Paragraph 13 above.

6 18. Respondent's failure to include the specified disclosure or statement in each of the  
7 leases referenced in line numbers 3, 5, 8, 9, 10, 11 and 12 in the table set forth in Paragraph 13  
8 above constitutes 7 violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. §  
9 4852d(b)(5).

10 19. 40 C.F.R. § 745.113(b)(3) provides that each contract to lease target housing shall  
11 include, as an attachment or within the contract, *inter alia*, a list of any records or reports  
12 available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target  
13 housing that have been provided to the lessee or a statement that no such records are  
14 available.

15 20. Respondent failed to include a list of any records or reports available to the lessor  
16 regarding lead-based paint and/or lead-based paint hazards in the target housing that have  
17 been provided to the lessee or a statement that no such records are available, either in or  
18 attached to, each of the leases referenced in line numbers 3, 5, 8, 9, 10, 11 and 12 in the  
19 table set forth in Paragraph 13 above.

20 21. Respondent's failure to include the specified list or statement in each of the leases  
21 referenced in line numbers 3, 5, 8, 9, 10, 11 and 12 in the table set forth in Paragraph 13 above

1 constitutes 7 violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. §  
2 4852d(b)(5).

3 22. 40 C.F.R. § 745.113(b)(4) provides that each contract to lease target housing shall  
4 include, as an attachment or within the contract, *inter alia*, a statement by the lessee affirming  
5 receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard  
6 Information Pamphlet required under 15 U.S.C. § 2686.

7 23. Respondent failed to include a statement by the lessee affirming receipt of the  
8 information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information  
9 Pamphlet required under 15 U.S.C. § 2686, either in or attached to, each of the leases  
10 referenced in line numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in  
11 the table set forth in Paragraph 13 above.

12 24. Respondent's failure to include the specified statement in each of the leases referenced  
13 in line numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in the table set forth  
14 in Paragraph 13 above constitutes 18 violations of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2686,  
15 and 42 U.S.C. § 4852d(b)(5).

16 25. 40 C.F.R. § 745.113(b)(6) provides that each contract to lease target housing shall  
17 include, as an attachment or within the contract, *inter alia*, the signatures of the lessor, agent,  
18 and the lessees certifying to the accuracy of their statements and the dates of such signatures.

19 26. Respondent failed to include the signatures of the lessor, agent, and the lessees  
20 certifying to the accuracy of their statements and the dates of such signatures, either in or  
21 attached to, the lease referenced in line number 13 identified in the table set forth in Paragraph

13 above.

17. Respondent's failure to include the specified certifications in the lease referenced in line number 13 identified in the table set forth in Paragraph 13 above constitutes 1 violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689 and 42 U.S.C. § 4852d(b)(5).

#### IV. RESPONDENT'S ADMISSIONS

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

- a. admits that EPA has jurisdiction over the subject matter of this CAFO and over Respondent;
- b. neither admits nor denies the specific factual allegations contained in Section III of this CAFO;
- c. consents to the assessment of the civil administrative penalty contained in Section V of this CAFO and to any conditions specified herein;
- d. waives any right to contest the allegations contained in Section III of this CAFO;
- and
- e. waives the right to appeal the Final Order accompanying this Consent Agreement.

In addition, 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 this Consent Agreement.



1 **V. CIVIL ADMINISTRATIVE PENALTY**

2 29. Respondent agrees to pay a civil penalty in the amount of FORTY-SEVEN THOUSAND, SIX  
3 HUNDRED AND TWENTY-FIVE DOLLARS (\$47,625) ("Assessed Penalty") within thirty (30) days  
4 after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk  
5 ("Filing Date").

6 30. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due  
7 using any method, or combination of appropriate methods, as provided on the EPA website:

8 <https://www.epa.gov/financial/makepayment>. For additional instructions see:

9 <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

10 31. When making a payment, Respondent shall:

11 a. Identify every payment with Respondent's name and the docket number of this  
12 Agreement, Docket No. TSCA-09-2026-0014.

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

15 Regional Hearing Clerk

16 Office of Regional Counsel (ORC-1)

17 U.S. Environmental Protection Agency, Region IX

18 75 Hawthorne Street

19 San Francisco, CA 94105

20 [R9HearingClerk@epa.gov](mailto:R9HearingClerk@epa.gov)

21 In the Matter of: *Rooster Philben Inc.*

22 Consent Agreement and Final Order

23 Rieko Nishimura

24 Toxics Section

25 Enforcement and Compliance Assurance Division (ENF-2-3)

26 U.S. Environmental Protection Agency, Region IX

27 75 Hawthorne Street  
28

In the Matter of: *Rooster Philben, Inc.*  
Consent Agreement and Final Order

San Francisco, CA 94105  
[nishimura.rieko@epa.gov](mailto:nishimura.rieko@epa.gov)

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail [to: CINWD\\_AcctsReceivable@epa.gov](mailto:to: 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.

32. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, 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.

1 b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's  
2 costs of processing and handling overdue debts. If Respondent fails to pay the  
3 Assessed Penalty in accordance with this Agreement, EPA will assess a charge to  
4 cover the costs of handling any unpaid amounts for the first thirty (30) day  
5 period after the Filing Date. Additional handling charges will be assessed every  
6 thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed  
7 Penalty as well as any accrued interest, penalties, and other charges are paid in  
8 full.

9 a. Late Payment Penalty. A late payment penalty of six percent (6%) per annum,  
10 will be assessed monthly on all debts, including any unpaid portion of the  
11 Assessed Penalty, interest, penalties, and other charges, that remain delinquent  
12 more than ninety (90) days. Any such amounts will accrue from the Filing Date.

13 33. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if  
14 Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges  
15 and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take  
16 include, but are not limited to, the following.

17 a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R.  
18 §§ 13.13 and 13.14.

19 b. Collect the debt by administrative offset (i.e., the withholding of money payable  
20 by the United States government to, or held by the United States government for,  
21 a person to satisfy the debt the person owes the United States government),

1 which includes, but is not limited to, referral to the Internal Revenue Service for  
2 offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.

3 c. Suspend or revoke Respondent's licenses or other privileges, or suspend or  
4 disqualify Respondent from doing business with EPA or engaging in programs  
5 EPA sponsors or funds, per 40 C.F.R. § 13.17.

6 d. Refer this matter to the United States Department of Justice for litigation and  
7 collection, per 40 C.F.R. § 13.33.

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

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

#### 14 **VI. RESPONDENT'S CERTIFICATION**

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

#### 17 **VII. RETENTION OF RIGHTS**

18 37. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's liability for  
19 federal civil penalties for the violations and facts specifically alleged in Section III of this CAFO.  
20 Nothing in this CAFO is intended to or shall be construed to resolve (i) any civil liability for  
21 violations of any provision of any federal, state, or local law, statute, regulation, rule,

1 ordinance, or permit not specifically alleged in Section III of this CAFO; or (ii) any criminal  
2 liability. The EPA specifically reserves any and all authorities, rights, and remedies available to it  
3 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to  
4 address any violation of this CAFO or any violation not specifically alleged in Section III of this  
5 CAFO.

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

#### 9 **VIII. ATTORNEYS' FEES AND COSTS**

10 39. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this  
11 proceeding.

#### 12 **IX. EFFECTIVE DATE**

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

#### 16 **X. BINDING EFFECT**

17 41. The undersigned representatives of Complainant and the undersigned representative of  
18 Respondent each certifies that he or she is fully authorized to enter into the terms and  
19 conditions of this CAFO and to bind the party that he or she represents to this CAFO.

20 42. The provisions of this CAFO shall apply to and be binding upon Respondent and  
21 its officers, directors, employees, agents, trustees, servants, authorized representatives,

1 successors, and assigns.

FOR RESPONDENT, ROOSTER PHILBEN, INC. DOING BUSINESS AS STOUT MANAGEMENT  
COMPANY:

Sep 4, 2025

DATE



Taylor Verhaalen  
President  
Rooster Philben, Inc.

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

October 1, 2025

DATE

MATTHEW  
SALAZAR



Digitally signed by MATTHEW  
SALAZAR  
Date: 2025.10.01 11:28:17 -07'00'

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-09-2026-0014) be entered and that Respondent shall pay a civil administrative penalty  
in the amount of FORTY-SEVEN THOUSAND, SIX HUNDRED AND TWENTY-FIVE DOLLARS  
(\$47,625) and comply with the terms and conditions set forth in the Consent Agreement.  
This Consent Agreement and Final Order shall become effective upon filing.

\_\_\_\_\_  
DATE

Beatrice  
Wong

Digitally signed by  
Beatrice Wong  
Date: 2025.10.06  
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\_\_\_\_\_  
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 Rooster  
3 Philben, Inc. dba Stout Management Company (Docket No. TSCA-09-2026-0014) was filed with  
4 the Regional Hearing Clerk, and that a true and correct copy of the same was sent to the  
5 following parties via electronic mail, as indicated below:

6 **RESPONDENT:** Taylor Verhaalen  
7 President  
8 Rooster Philben, Inc. dba Stout Management Company  
9 10151 Park Run Drive  
10 Las Vegas, NV 89145  
11 Tverhaalen@smc-Lv.com

12 **COMPLAINANTS:** Ivan Lieben  
13 Deputy Regional Counsel  
14 U.S. EPA – Region IX  
15 Immediate Office (ORC-1)  
16 75 Hawthorne Street  
17 San Francisco, CA 94105  
18 Lieben.Ivan@epa.gov

19 **Tu, Ponly** Digitally signed by Tu,  
20 Ponly  
21 Date: 2025.10.06  
22 15:59:57 -07'00'

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Regional Hearing Clerk  
U.S. EPA - Region IX

CERTIFIATE OF SERVICE