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**U.S. EPA REGION 5
HEARING CLERK**

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:) **Docket No. TSCA-05-2024-0024**
)
Pangea Real Estate,) **Proceeding to Assess a Civil Penalty Under**
Chicago, Illinois,) **Section 16(a) of the Toxic Substances**
) **Control Act, 15 U.S.C. § 2615(a)**
Respondent.)

Consent Agreement and Final Order

I. Preliminary Statement

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits (“Consolidated Rules”), as codified at 40 C.F.R. Part 22.
2. The Complainant is the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency (“EPA”), Region 5.
3. Respondent is Pangea Real Estate (“Respondent”), with a place of business located at 549 W. Randolph Street, 2nd Floor, Chicago, Illinois 60661.
4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (“CAFO”). 40 C.F.R. § 22.13(b).
5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.
6. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

II. Jurisdiction and Waiver of Right to Hearing

7. For the purpose of this proceeding, Respondent admits the jurisdictional allegations in this CAFO but enters into this agreement without any admission of liability and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and its right to appeal this CAFO.

III. Statutory and Regulatory Background

9. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), Pub. L. 102-550, 106 Stat. 3897 (codified throughout sections of 15 U.S.C. and 42 U.S.C.), Congress found, among other things, that low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6; at low levels, lead poisoning in children causes intelligence deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. A key component of the national strategy to reduce and eliminate the threat of childhood lead poisoning is to educate the public concerning the hazards and sources of lead-based paint poisoning and steps to reduce and eliminate such hazards.

10. Section 1021 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 amended TSCA, 15 U.S.C. § 2601 *et seq.*, by adding Subchapter IV – Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692.

11. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Lead Act”), 42 U.S.C. § 4852d, requires the Administrator of EPA to promulgate regulations for the

disclosure of lead-based paint hazards in target housing that is offered for sale or lease.

12. On March 6, 1996, EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (“Lead Disclosure Rule”) pursuant to 42 U.S.C. § 4852d.

13. 40 C.F.R. § 745.103 defines “target housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

14. 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.

15. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations.

16. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or the lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and, the signatures and dates of signature of the lessor, and lessee certifying the accuracy of their statements.

17. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failure to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

18. Under 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19, the Administrator of EPA may assess a civil administrative penalty of up to \$21,699 for each violation of 42 U.S.C. § 4852d and Section 409 of TSCA, 15 U.S.C. § 2689.

Factual Allegations and Alleged Violations

19. Between at least April 9, 2020 and December 20, 2022, Respondent owned or managed residential apartment buildings in Chicago and Calumet City, Illinois (“Respondent’s properties”).

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

21. On the following dates, Respondent entered into the following 31 lease agreements (“contracts”) with individuals for the lease of Respondent’s properties:

Address	Date Lease/Contract Executed	Contract’s Assigned Document Bates Nos.
Property 1	8/11/2022	PANGEA_0001085 / 0001108
Property 2	10/22/2022	PANGEA_0000488 / 0000511
Property 3	6/27/2022	PANGEA_0000518 / 0000541
Property 4	12/12/2022	PANGEA_0000545 / 0000568
Property 5	9/24/2022	PANGEA_0000572 / PANGEA_0000595
Property 6	6/17/2022	PANGEA_0000599 / 0000622
Property 7	5/23/2022	PANGEA_0000629 /

Address	Date Lease/Contract Executed	Contract's Assigned Document Bates Nos.
		PANGEA_0000634
Property 8	11/8/2021	PANGEA_0000636 / PANGEA_0000656
Property 9	5/13/2022	PANGEA_0000666 /0000689
Property 10	12/19/2022	PANGEA_0000234 /0000257
Property 11	10/29/2021	PANGEA_0000263 / 0000286
Property 12	12/7/2022	PANGEA_0000290 / 0000313
Property 13	12/10/2022	PANGEA_0000317 / 0000340
Property 14	10/4/2022	PANGEA_0000344 / 0000367
Property 15	3/27/2020	PANGEA_0000377 / 0000387
Property 16	3/11/2022	PANGEA_0000693 / 0000716
Property 17	2/28/2022	PANGEA_0000729 / 0000752
Property 18	7/26/2021	PANGEA_0000758 / 0000781
Property 19	4/25/2022	PANGEA_0000405 / 0000428
Property 20	6/15/2020	PANGEA_0000787 / 0000797
Property 21-1	12/20/2022	PANGEA_0000847 / 0000870
Property 21-2	11/20/2021	PANGEA_0000818 / 0000841
Property 22	3/7/2022	PANGEA_0000432 / 0000455
Property 23	10/31/2022	PANGEA_0000874 / 0000897
Property 24	6/2/2021	PANGEA_0000903 / 0000926
Property 25	5/21/2022	PANGEA_0000930 / 0000953
Property 26	12/1/2022	PANGEA_0000974 / 0000997

Address	Date Lease/Contract Executed	Contract's Assigned Document Bates Nos.
Property 27	6/22/2022	PANGEA_0001003 / 0001026
Property 28	10/20/2022	PANGEA_0001030 / 0001053
Property 29	4/9/2020	PANGEA_0001059 / 0001069
Property 30	10/26/2022	PANGEA_0000459 /0000482

22. Each of the 31 contracts referred to in Paragraph 21, above, covered a term of occupancy greater than 100 days.

23. Respondent is a “lessor,” as defined in 40 C.F.R. § 745.103, because it offered the target housing referred to in Paragraph 21, above, for lease.

24. Each individual who signed a lease to pay rent in exchange for occupancy of the target housing referred to in Paragraph 21, above, became a “lessee” as defined in 40 C.F.R. § 745.103.

25. Prior to entering into each of the lease agreements for Properties 1, 2, 4, 6-14, 16-18, 20-26, and 28-30 referred to in Paragraph 21, above, Respondent had received either a Certificate of Compliance or No Lead Hazards Letter, certifying that the lead hazards identified in a Mitigation Order issued for each property had been mitigated. In lieu of providing each prospective tenant with all of these records, a summary of this information prepared by a certified paint inspector or risk assessor, as well as a list of all complete records and reports, an opportunity to review these documents with known information concerning the presence of lead-based paint or lead-based paint hazards in the home or building, and the opportunity to receive copies of any documents not provided, upon request, and at no cost to the lessee is required to be provided by owners, lessors and agents prior to a tenant entering into a leasing transaction.

Counts 1 to 4 – Violations for Property 1

26. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

27. Respondent entered into a lease agreement with an individual from August 18, 2022 to July 31, 2023 for Property 1.

28. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 1, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

29. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 1, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

30. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 1, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

31. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 1, in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 5 to 9 – Violations for Property 2

32. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

33. Respondent entered into a lease agreement with an individual from November 1, 2022 to January 31, 2024 for Property 2.

34. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 2, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

35. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 2, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

36. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 2, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

37. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 2 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

38. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 2, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 10 to 11 – Violations for Property 3

39. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

40. Respondent entered into a lease agreement with an individual from July 9, 2022 to June 30, 2023 for Property 3.

41. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 3, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

42. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 3, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 12 to 16 – Violations for Property 4

43. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

44. Respondent entered into a lease agreement with an individual from December 19, 2022 to November 30, 2023 for Property 4.

45. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 4, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

46. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 4, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

47. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 4, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

48. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 4 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

49. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 4, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 17 to 18 – Violations for Property 5

50. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

51. Respondent entered into a lease agreement with an individual from October 1, 2022 to December 31, 2023 for Property 5.

52. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 5, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

53. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 5, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 19 to 23 – Violations for Property 6

54. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

55. Respondent entered into a lease agreement with an individual from July 1, 2022 to June 30, 2023 for Property 6.

56. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 6, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

57. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of

such presence, either within the contract or as an attachment to the contract for the lease of Property 6, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

58. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 6, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

59. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 6 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

60. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 6, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 24 to 28 – Violations for Property 7

61. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

62. Respondent entered into a lease agreement with an individual from June 1, 2022 to May 31, 2023 for Property 7.

63. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 7, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

64. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 7, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

65. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 7, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

66. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 7 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

67. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 7, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 29 to 33 – Violations for Property 8

68. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

69. Respondent entered into a lease agreement with an individual from November 1, 2021 to October 31, 2022 for Property 8.

70. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 8, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

71. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 8, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

72. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 8, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

73. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 8 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

74. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 8, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 34 to 38 – Violations for Property 9

75. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

76. Respondent entered into a lease agreement with an individual from June 1, 2022 to August 31, 2023 for Property 9.

77. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 9, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

78. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 9, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

79. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 9, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

80. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 9 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

81. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 9, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 39 to 43 – Violations for Property 10

82. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

83. Respondent entered into a lease agreement with an individual from February 1, 2023 to January 31, 2024 for Property 10.

84. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 10, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

85. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 10, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

86. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been

provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 10, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

87. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 10 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

88. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 10, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 44 to 48 – Violations for Property 11

89. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

90. Respondent entered into a lease agreement with an individual from January 1, 2022 to March 31, 2023 for Property 11.

91. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 11, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

92. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of

such presence, either within the contract or as an attachment to the contract for the lease of Property 11, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

93. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 11, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

94. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 11 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

95. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 11, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 49 to 53 – Violations for Property 12

96. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

97. Respondent entered into a lease agreement with an individual from January 2, 2023 to December 31, 2023 for Property 12.

98. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 12, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

99. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 12, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

100. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 12, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

101. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 12 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

102. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 12, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 54 to 58 – Violations for Property 13

103. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

104. Respondent entered into a lease agreement with an individual from January 1, 2023 to March 31, 2024 for Property 13.

105. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 13, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

106. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 13, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

107. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 13, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

108. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 13 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

109. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 13, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 59 to 63 – Violations for Property 14

110. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

111. Respondent entered into a lease agreement with an individual from an unknown start date to August 31, 2023 for Property 14.

112. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 14, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

113. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 14, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

114. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 14, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

115. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 14 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

116. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 14, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 64 to 68 – Violations for Property 15

117. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

118. Respondent entered into a lease agreement with an individual from June 1, 2020 to August 31, 2021 for Property 15.

119. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 15, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

120. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 15, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

121. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been

provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 15, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

122. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 15 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

123. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 15, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 69 to 73 – Violations for Property 16

124. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

125. Respondent entered into a lease agreement with an individual from April 1, 2022 to March 31, 2023 for Property 16.

126. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 16, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

127. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of

such presence, either within the contract or as an attachment to the contract for the lease of Property 16, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

128. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 16, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

129. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 16 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

130. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 16, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 74 to 78 – Violations for Property 17

131. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

132. Respondent entered into a lease agreement with an individual from April 1, 2022 to March 31, 2023 for Property 17.

133. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 17, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

134. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 17, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

135. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 17, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

136. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 17 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

137. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 17, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 79 to 83 – Violations for Property 18

138. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

139. Respondent entered into a lease agreement with an individual from August 1, 2021 to January 31, 2022 for Property 18.

140. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 18, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

141. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 18, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

142. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 18, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

143. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 18 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

144. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 18, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 84 to 87 – Violations for Property 19

145. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

146. Respondent entered into a lease agreement with an individual from May 3, 2022 to April 30, 2023 for Property 19.

147. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 19, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

148. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 19, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

149. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 19, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

150. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 19 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

151. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 19, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 89 to 93 – Violations for Property 20

152. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

153. Respondent entered into a lease agreement with an individual from July 1, 2020 to June 30, 2021 for Property 20.

154. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 20, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

155. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 20, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

156. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been

provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 20, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

157. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 20 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

158. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 20, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 94 to 98 – Violations for Property 21-1

159. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

160. Respondent entered into a lease agreement with an individual from December 27, 2022 to November 30, 2023 for Property 21-1.

161. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 21-1, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

162. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of

such presence, either within the contract or as an attachment to the contract for the lease of Property 21-1, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

163. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 21-1, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

164. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 21-1 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

165. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 21-1, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 99 to 103 – Violations for Property 21-2

166. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

167. Respondent entered into a lease agreement with an individual from January 1, 2022 to December 31, 2022 for Property 21-2.

168. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 21-2, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

169. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 21-2, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

170. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 21-2, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

171. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 21-2 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

172. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 21-2, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 104 to 108 – Violations for Property 22

173. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

174. Respondent entered into a lease agreement with an individual from March 15, 2022 to February 28, 2023 for Property 22.

175. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 22, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

176. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 22, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

177. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 22, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

178. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 22 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

179. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 22, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 109 to 113 – Violations for Property 23

180. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

181. Respondent entered into a lease agreement with an individual from December 1, 2022 to February 29, 2024 for Property 23.

182. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 23, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

183. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 23, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

184. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 23, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

185. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 23 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

186. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 23, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 114 to 118 – Violations for Property 24

187. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

188. Respondent entered into a lease agreement with an individual from June 1, 2021 to August 31, 2022 for Property 24.

189. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 24, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

190. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 24, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

191. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been

provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 24, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

192. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 24 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

193. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 24, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 119 to 123 – Violations for Property 25

194. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

195. Respondent entered into a lease agreement with an individual from June 1, 2022 to May 31, 2023 for Property 25.

196. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 25, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

197. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of

such presence, either within the contract or as an attachment to the contract for the lease of Property 25, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

198. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 25, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

199. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 25 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

200. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 25, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 124 to 128 – Violations for Property 26

201. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

202. Respondent entered into a lease agreement with an individual from January 1, 2023 to March 31, 2024 for Property 26.

203. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 26, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

204. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 26, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

205. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 26, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

206. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 26 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

207. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 26, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 129 to 130 – Violation for Property 27

208. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

209. Respondent entered into a lease agreement with an individual from August 1, 2022 to July 31, 2023 for Property 27.

210. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 1, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

211. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 27, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 131 to 135 – Violations for Property 28

212. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

213. Respondent entered into a lease agreement with an individual from November 1, 2022 to October 31, 2023 for Property 28.

214. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 28, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

215. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of

such presence, either within the contract or as an attachment to the contract for the lease of Property 28, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

216. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 28, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

217. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 28 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

218. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 28, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 136 to 140 – Violations for Property 29

219. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

220. Respondent entered into a lease agreement with an individual from May 1, 2020 to April 30, 2021 for Property 29.

221. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 29, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

222. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 29, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

223. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 29, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

224. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 29 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

225. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 29, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 141 to 145 – Violations for Property 30

226. Complainant incorporates Paragraphs 1 through 25 of this CAFO as if set forth in this Paragraph.

227. Respondent entered into a lease agreement with an individual from December 1, 2022 to February 29, 2024 for Property 30.

228. Respondent failed to include a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), either within the contract or as an attachment to the contract for the lease of Property 30, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

229. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for the lease of Property 30, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

230. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Property 30, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

231. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), either within the contract or as an attachment to the contract for the lease of Property 30 in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

232. Respondent failed to include the signature of the lessor certifying to the accuracy of its statements and the date of such signature, either within the contract or as an attachment to the contract for the lease of Property 30, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

V. Supplemental Environmental Projects

233. Respondent shall complete two supplemental environmental projects (SEPs) designed to protect the environment and public health, as set forth below.

234. **Washington Boulevard (“Blvd.”) SEP.** Respondent shall complete a SEP to abate lead-based paint (“LBP”) hazards, as defined at 40 C.F.R. § 745.223, in the property located at 5201 W. Washington Blvd. in Chicago, Illinois, in accordance with the Accurate Environmental Solutions, Inc. lead abatement proposal dated June 14, 2024 (PANGEA_0004401-4403).

235. **Community SEP.** Respondent shall complete a SEP designed to protect families by abating LBP hazards, as defined at 40 C.F.R. § 745.223, in target housing or child-occupied facilities, as defined at 40 C.F.R. § 745.223, in or about the Chicago, Illinois area, as further described below.

236. The Community SEP may include, but is not limited to, the following activities consistent with the requirements for lead-based paint abatement: abatement of lead-based paint and other lead hazards (e.g., dust) on window trim, sills and troughs which may require replacement of the window, using energy efficient windows that meet EPA Energy Star criteria; the removal of lead-based paint and lead dust; the permanent enclosure or encapsulation of lead-based painted surfaces and components; and the replacement of lead-painted surfaces or components.

237. Respondent shall implement the Community SEP in residences and child-occupied facilities within Chicago, Illinois, and Chicago suburbs.

238. In implementing the Community SEP, Respondent shall prioritize owner-occupied, low-income residences and other child-occupied facilities whose owners are unable to afford such lead-based paint abatement work, with priority given to families where children aged six and under or pregnant women reside or regularly visit.

239. In implementing the Community SEP, Respondent shall prioritize residences and child-occupied facilities that are in census tracts with a higher incidence of childhood lead poisoning, and for lower-income families (e.g., families with a household income of approximately 80% of the area median income, *see*

https://www.chicago.gov/city/en/depts/doh/provdrs/renters/svcs/ami_chart.html).

240. In implementing the SEPs, Respondent shall ensure that the individuals or entity performing the work have experience in conducting LBP abatement work. Respondent also shall ensure that all work performed for the SEPs is conducted in accordance with all applicable federal and state requirements including, but not limited to, the United States Department of Housing and Urban Development's ("HUD's") Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and the State of Illinois requirements. "Eligible costs" shall include all, but only those costs of conducting lead-based paint abatement work in compliance with the HUD Guidelines, such as family relocation costs, lead inspections/risk assessments, remediation (i.e., abatement) and clearance, purchase of materials, and costs allowed by the HUD Guidelines, except that for the Community SEP, up to ten percent of total costs billed by any contractor retained by Respondent may be overhead or administrative costs yet still be considered "eligible costs."

241. Nothing in this CAFO shall prevent Respondent from using nonprofit organizations, contractors, or consultants ("LBP Implementer") in planning and implementing the Community SEP.

242. Respondent shall complete the SEPs within twelve months of the Effective Date of this CAFO, provided that this date may be extended by mutual agreement of Respondent and EPA in writing.

243. Beginning no later than ninety (90) days from the Effective Date of this CAFO, and continuing bi-monthly every other calendar month until completion of the Community SEP, Respondent shall submit bi-monthly compliance reports to EPA. In each bi-monthly compliance report, Respondent shall describe: (a) anticipated plans for conducting inspections and risk assessments, developing abatement work plans, conducting clearances; (b) providing cost estimates and locations (i.e., street addresses, and information about the presence of children under six years of age) for each abatement project; (c) any other activities which will incur Eligible Costs, for the upcoming month, subject to reasonable adjustments, and (d) its accomplishments with the Community SEP set forth above, for the past month, including the final cost of any completed abatement project, and the status of activities projected under the prior report, and a summary of the information required under this Paragraph subsections (a) through (d).

244. With regard to the SEPs, Respondent certifies the truth and accuracy of each of the following:

a. For the Washington Blvd. SEP and Community SEP, it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEPs described in Paragraphs 233-235;

b. For the Community SEP, it has inquired of its LBP Implementer whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the recipient that it is not a party to such a transaction. For purposes of these certifications under this Paragraph subsections (a) and (b), the term "open federal financial assistance transactions" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee, or another mechanisms for providing federal financial assistance whose performance period has not yet expired;

c. That all cost information provided to the EPA in connection with the EPA's approval of each SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the Washington Blvd. SEP and the Community SEP is \$384,350;

d. That, as of the date of executing this CAFO, Respondent is not required to perform or develop the Washington Blvd. SEP or Community SEP by any federal, state, or local law or regulation and is not required to perform or develop the Washington Blvd. SEP or Community SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

e. That the Community SEP and Washington Blvd. SEP are not projects that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;

f. That Respondent has not received and will not receive credit for the Community SEP or Washington Blvd. SEP in any other enforcement action; and

g. That Respondent will not receive reimbursement for any portion of the Community SEP or Washington Blvd. SEP from another person or entity.

245. Respondent shall submit a SEP completion report for the Community SEP to EPA no later than 60 days after Respondent receives a report from the LBP Implementer that the SEP is complete.

246. Respondent shall submit a SEP completion report for the Washington Blvd. SEP to EPA no later than March 31, 2025.

247. Each SEP completion report required by Paragraphs 245 and 246 must contain the following information:

- a. a detailed description of each SEP as implemented;
- b. a description of any problems encountered in completing each SEP and the solutions thereto;
- c. an itemized list of all eligible SEP costs expended, including an itemized cost of goods and services used to complete the SEP, documented by copies of invoices, purchase orders or cancelled checks or other similar documentation of payment that specifically identify and itemize the individual cost of the goods and services;
- d. certification that each SEP has been fully implemented pursuant to the provisions of this CAFO; and

e. a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

248. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraphs, to evaluate Respondent's reports.

249. Following receipt of each SEP completion report described in Paragraph 247, above, EPA shall notify Respondent in writing that:

- a. It has satisfactorily completed the SEP and the SEP completion report;
- b. There are deficiencies in the SEP as completed or in the SEP completion report and EPA will give Respondent 30 days to correct the deficiencies; or
- c. It has not satisfactorily completed the SEP or the SEP completion report and EPA will seek stipulated penalties under Paragraph 253.

250. If EPA exercises option b above, Respondent may object in writing to the deficiency notice within 10 days of receiving the notice. The parties will have 30 days from EPA's receipt of Respondent's objection to reach an agreement. If the parties cannot reach an agreement, EPA will give Respondent a written decision on its objection. Respondent will comply with any requirement that EPA imposes in its decision. If Respondent does not complete the SEP as required by EPA's decision, Respondent will pay stipulated penalties to the United States under Paragraph 253, below.

251. Respondent shall submit all notices and reports required by this CAFO by electronic mail to Christina Saldivar at saldivar.christina@epa.gov, Michael Todd at todd.michael@epa.gov, Mary McAuliffe at mcauliffe.mary@epa.gov, and Tasia Kastanek at kastanek.tasia@epa.gov. EPA may change the recipient or address upon written notification to Respondent.

252. In each report that Respondent submits as provided by this CAFO, it must certify that the report is true and complete to the best of its knowledge by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

253. If Respondent violates any requirement of this CAFO relating to the Washington Blvd.

SEP or Community SEP, Respondent must pay stipulated penalties to the United States as follows:

a. Except as provided in subparagraph c, below, if Respondent did not complete the Washington Blvd. SEP satisfactorily according to the requirements of this CAFO, Respondent must pay a penalty of \$50,000.

b. Except as provided in subparagraph c, below, if Respondent did not complete the Community SEP satisfactorily according to the requirements of this CAFO, Respondent must pay a penalty of \$400,000.

c. If Respondent did not complete either SEP satisfactorily, but EPA determines that Respondent made good faith and timely efforts to complete the SEP and certified, with supporting documents, that it spent at least 90 percent of the total amount set forth in Paragraph 244, Respondent will not be liable for any stipulated penalty under subparagraph a or b, above.

d. If Respondent completed either SEP satisfactorily, but spent less than 90 percent of the total amount set forth in Paragraph 244, Respondent must pay a penalty of the difference of the actual expenditures plus \$50,000.

e. If Respondent did not submit timely a SEP completion report for each SEP, Respondent must pay penalties in the following amounts for each day after each SEP completion report was due until it submits the report:

<u>Penalty per violation per day</u>	<u>Period of violation</u>
\$500	1 st through 14 th day
\$750	15 th through 30 th day
\$1,000	31 st day and beyond

254. EPA's determinations of whether Respondent completed each SEP satisfactorily and whether Respondent made good faith and timely efforts to complete each SEP will bind Respondent.

255. Respondent must pay any stipulated penalties within 15 days of receiving EPA's written demand for the penalties. Respondent will use the method of payment specified in Paragraph 261, below, and will pay interest and nonpayment penalties on any overdue amounts.

256. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

257. Any public statement that Respondent makes referring to the Washington Blvd. SEP and the Community SEP must include the following language: “Pangea Real Estate undertook this project under the settlement of the United States Environmental Protection Agency’s enforcement action against Pangea Real Estate for violations of the Toxic Substances Control Act.”

258. For federal income tax purposes, Respondent will neither capitalize into inventory or basis, nor deduct any costs or expenditures incurred in performing the SEPs.

VI. Civil Penalty

259. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$40,000. In determining the penalty amount, Complainant considered the nature, circumstances, extent and gravity of the violations alleged and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require, and Respondent’s agreement to perform supplemental environmental projects. Complainant also considered EPA’s *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy*, dated December 2007, and EPA’s *Interim Final Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule*, Revised April 5, 2013.

260. Respondent agrees to pay a civil penalty in the amount of \$40,000 (“Assessed Penalty”).

261. Respondent agrees to:

a. Pay the Assessed Penalty of \$40,000 within 30 days after the date of the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Effective Date”).

b. 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>.

262. When making a payment, Respondent shall:

a. Identify every payment with Respondent’s name and the docket number of this Agreement, TSCA-05-2024-0024.

b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to EPA at the following addresses:

Pesticides and Toxics Compliance Section
U.S. Environmental Protection Agency, Region 5
saldivar.christina@epa.gov
todd.michael@epa.gov
R5LEcab@epa.gov

Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
mcauliffe.mary@epa.gov
kastanek.tasia@epa.gov

Regional Hearing Clerk (E-19J)
U.S. Environmental Protection Agency, Region 5
r5hearingclerk@epa.gov

U.S. Environmental Protection Agency Cincinnati
Finance Center
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.

263. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS large corporate underpayment rate, as any lower rate would fail to provide Respondent adequate incentive for timely payment.

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

charges are paid in full.

c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, and other charges, that remain delinquent more than ninety (90) days.

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

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

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

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

d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

265. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service (“IRS”) annually, a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent’s correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to Milton Wise at EPA’s Cincinnati Finance Center at wise.milton@epa.gov, within 30 days after the effective date of this CAFO, and EPA recommends encrypting IRS Form W-9 email correspondence; and

d. In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

VII. General Provisions

266. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: mcauliffe.mary@epa.gov and kastanek.tasia@epa.gov (for Complainant), and azwick@sgrlaw.com (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.

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

268. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

269. This CAFO does not affect Respondent's responsibility to comply with TSCA, 15 U.S.C. § 2601 *et seq.*, its implementing regulations, and other applicable federal, state, and local laws.

270. Each Respondent certifies that it is complying with the residential property renovation regulations at 40 C.F.R. Part 745, Subpart E and the Lead Disclosure Rule regulations at 40 C.F.R. Part 745, Subpart F.

271. This CAFO constitutes a "prior such violation" as that term is used in EPA's Interim Final Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule to determine

Respondent's "history of prior such violations" under Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B).

272. The terms of this CAFO bind each Respondent, and its successors and assigns.

273. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

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


275. This CAFO constitutes the entire agreement between the parties with respect to civil penalties.

276. The Effective Date of this CAFO is the date the executed CAFO is filed with the Regional Hearing Clerk.

**Consent Agreement and Final Order
In the Matter of: Pangea Real Estate**

Pangea Real Estate, Respondent

9/17/24
Date


Peter Martay
Pangea Real Estate

**Consent Agreement and Final Order
In the Matter of: Pangea Real Estate**

United States Environmental Protection Agency, Complainant

Michael D. Harris
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 5

**Consent Agreement and Final Order
In the Matter of: Pangea Real Estate
Docket No. TSCA-05-2024-0024**

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

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