

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA;

Plaintiff,

V.

Case No.: 23-CV-557

LOGAN SQUARE ALUMINUM  
SUPPLY, INC.,

Defendant.

## CONSENT DECREE

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WHEREAS, Plaintiff United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“U.S. EPA”), has filed a Complaint in this action concurrently with the lodging of this Consent Decree, which alleges, *inter alia*, that at properties identified in the Complaint against Logan Square Aluminum Supply, Inc., doing business under many names, including Climate Guard Thermal Products, Co., Studio 41, Remodelers’ Supply Center, Clark & Barlow Hardware Co., Climate Guard Manufacturing, Kohler Signature Store By Studio 41, The Tile Room At Studio 41, The Outlet Center At Studio 41, Kitchen Cabinets To Go, Tradeconnect By Studio 41, Studio 41 Tradeconnect, Premier Outlet By Studio 41, Allure Cabinetry, and Allure Plumbing (“Defendant”), violated Sections 402(c), 406(b), 407, and 409 of Title IV of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2682(c), 2686(b), 2687, 2689, and certain provisions of U.S. EPA’s Lead Renovation, Repair and Painting Rule promulgated thereunder and codified at 40 C.F.R. Part 745, Subpart E ( “RRP Rules”); and

WHEREAS, Defendant does not admit the allegations set forth in the Complaint; and

WHEREAS, the Plaintiff alleges it is entitled to seek injunctive relief in a judicial action, including, but not limited to, an order requiring Defendant to comply with the RRP Rules under Section 17 of TSCA, 15 U.S.C. § 2616, to ensure compliance through development and implementation of compliance procedures, and to ensure that any existing compliance procedures are continued; and

WHEREAS, EPA Region 5’s Regional Hearing Clerk filed an administrative Consent Agreement and Final Order, Docket No. TSCA-05-2023-0001 (the “CAFO,” attached to this Consent Decree for informational purposes as Exhibit G), which resolves Defendant’s alleged liability for certain civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615, at the properties identified in the CAFO and the Complaint in this action; and

WHEREAS, Defendant, through this Consent Decree, is developing and will implement procedures to help ensure compliance with the RRP Rules, as set forth in Section V (Compliance Requirements), including Exhibits A through F, of this Consent Decree; and

WHEREAS, Defendant, through this Consent Decree, is implementing projects to provide education and outreach to the community about the RRP Rules; and

WHEREAS, Defendant, through this Consent Decree, is implementing procedures for disciplining Installers that do not comply with the requirements of the RRP Rules when performing Renovations in Target Housing or Child-Occupied Facilities for Defendant; and

WHEREAS, the United States alleges that Defendant is subject to administrative penalties by U.S. EPA under Section 16 of TSCA, 15 U.S.C. § 2615; and

WHEREAS, subject to the requirements in Section XIX (Public Participation), below, Plaintiff and Defendant consent to entry of this Consent Decree without trial of any issues; and

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, without any admission by Defendant of fact or law or acknowledgement of any liability, and without any admission by Defendant of the violations alleged in the Complaint, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

#### **I. JURISDICTION AND VENUE**

1. Solely for the purposes of entry of this Consent Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and any such action, and to venue in this judicial district, except as otherwise provided in this Decree.

2. Solely for purposes of entry of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to 15 U.S.C. § 2616 and 28 U.S.C. § 1355.

## **II. SUBJECT OF THE CONSENT DECREE**

3. This Consent Decree concerns the RRP Rules, which require that firms performing certain renovation, repair, and painting projects for compensation, which disturb lead-based paint in homes and child-occupied facilities built before 1978, must be certified by U.S. EPA or a U.S. EPA-authorized State or Tribal program, and must use Certified Firms and Certified Renovators who must ensure disclosure of RRP-related information, develop and maintain required records, and follow specific work practices to prevent lead contamination.

## **III. APPLICABILITY**

4. The obligations of this Consent Decree apply to and are binding upon the Plaintiff and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

5. No change in corporate status or ownership of Defendant shall affect Defendant's obligations under this Consent Decree. At least thirty (30) Days prior to transferring ownership or operation of any part of Climate Guard Manufacturing, Defendant shall give notice of the terms of this Consent Decree to the prospective successor owner or operator of that entity or portions thereof, and shall simultaneously verify to U.S. EPA in writing, in the manner set forth in Section XIII (Notices), that such notice has been given. No such sale or transfer shall relieve Defendant of any obligation set forth herein unless agreed to in writing by the United States and approved by the Court.

6. Within thirty (30) Days after entry of this Consent Decree, Defendant shall provide a copy of this Consent Decree to the Senior RRP Compliance Manager, as herein defined, and provide a copy of Section V (Compliance Requirements) or a written summary of the requirements in Section V (Compliance Requirements) of this Consent Decree to its regional and area field service installed sales employees whose duties reasonably include compliance with Section V of this Consent Decree.

7. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors (including Firms and/or Renovators) to take any actions necessary to comply with the provisions of this Consent Decree.

#### **IV. DEFINITIONS**

8. Unless otherwise expressly stated, the terms used in this Consent Decree that are defined in TSCA or 40 C.F.R. Part 745, Subpart E shall have the meanings set forth in such definitions. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. “Certified Firm” shall mean a Firm that has applied for and received a certification under the RRP Rules from U.S. EPA or from a State or Tribe authorized to administer the RRP Rules.

b. “Certified Renovator” shall have the same meaning as certified renovator within the definition of “Renovator” at 40 C.F.R. § 745.83.

c. “Common Areas” shall mean those portions of a property generally accessible to residents/users of Target Housing, and can exist on both the interior and exterior of the building,

and include, but are not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, garages, and boundary fences.

d. “Consent Decree” or “Decree” shall mean this Consent Decree and Exhibits A through G hereto, and all modifications of this Consent Decree provided such modifications were made pursuant to Section XVI (Modification) of this Consent Decree. The requirements of Exhibits A through F of this Consent Decree are incorporated herein by reference and made a directly enforceable part of this Consent Decree.

e. “Customer” is a person that has a Customer Contract with Defendant.

f. “Customer Contract” shall mean a written agreement between Defendant and a customer for any project that involves a Renovation as defined in 40 C.F.R. § 745.83.

g. “Day” shall mean a calendar day unless expressly stated to be a Business Day. “Business Day” shall mean a day other than a Saturday, Sunday or federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period will run until the close of business of the next Business Day.

h. “Defendant” shall mean Logan Square Aluminum Supply, Inc., doing business under many names, including Climate Guard Thermal Products, Co., Studio 41, Remodelers’ Supply Center, Clark & Barlow Hardware Co., Climate Guard Manufacturing, Kohler Signature Store By Studio 41, The Tile Room At Studio 41, The Outlet Center At Studio 41, Kitchen Cabinets To Go, Tradeconnect By Studio 41, Studio 41 Tradeconnect, Premier Outlet By Studio 41, Allure Cabinetry, and Allure Plumbing.

i. “Firm” means a company, partnership, corporation, sole proprietorship, or individual doing business, association, or other business entity, a Federal, State, Tribal, or local

government agency, or a non-profit organization who either performs or directs workers who perform a Renovation as defined in 40 C.F.R. § 745.83.

j. “Fiscal Quarter” shall mean the four quarters of the fiscal year of the Defendant, which begins on the first day of January of a given year (e.g., January 1, 2021) and for the avoidance of doubt are as follows: Q1 January - March; Q2 April - June; Q3 July - September; Q4 October - December.

k. “Government Agency” shall mean a Federal, State, Tribal/Territorial, or local agency with authority and interests pertinent to the purpose, function, and compliance with the RRP Rules.

l. “Installer” shall mean Defendant or a Person that contracts with Defendant to perform a Renovation as defined in 40 C.F.R. § 745.83, including but not limited to a Certified Firm and/or Certified Renovator that has so contracted with Defendant.

m. “Interest” shall mean interest pursuant to 28 U.S.C. § 1961.

n. A “Lead Project” shall mean a Renovation as defined in 40 C.F.R. § 745.83 performed in Target Housing or a Child-Occupied Facility, both as defined in 40 C.F.R. § 745.83, by an Installer pursuant to a Customer Contract.

o. “Pamphlet” shall mean the U.S. EPA pamphlet titled “The Lead-Safe Certified Guide to Renovate Right,” GPO Document #EPA-740-K-10-001, rev. 9/2011, and developed under Section 406(a) of TSCA for use under Section 406(b) of TSCA, as may be updated by U.S. EPA or the Defendant from time to time. This includes reproductions of the pamphlet when copied in full and without revision or deletion of material from the pamphlet (except for the addition or revision of State or local sources of information or the addition of other information added by Defendant, such as a helpline or contact information).



p. “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic number and/or lower case letter.

q. “Parties” shall mean the United States of America and Defendant.

r. “RRP Rules” shall mean U.S. EPA’s Lead Renovation, Repair and Painting Rule set forth at 40 C.F.R. Part 745, Subpart E.

s. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

t. “Subcontractor” shall mean a Person that is under contract with an Installer and is retained by the Installer. A Person under contract with a Subcontractor as defined in the previous sentence shall also be a Subcontractor.

u. “Target Housing” shall mean 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, as defined in 40 C.F.R. § 745.103.

v. “TSCA” means the Toxic Substances Control Act, 15 U.S.C. §§ 2601 to 2697.

w. “U.S. EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

x. “United States” shall mean the United States of America acting on behalf of the U.S. EPA.

## **V. COMPLIANCE REQUIREMENTS**

9. Defendant shall comply with all applicable requirements of Sections 402(c), 406(b), 407, and 409 of TSCA and their implementing regulations.

10. RRP Firm Certification. Defendant shall retain and timely renew its RRP Firm

Certification as set forth in 40 C.F.R. § 745.89.

11. Senior RRP Compliance Manager. Upon the Effective Date of the Consent Decree, Defendant shall designate an individual employed by Defendant, at least at the level of a General Manager, to serve as the Defendant's "Senior RRP Compliance Manager." The identity of the Senior RRP Compliance Manager is subject to change without the approval of U.S. EPA or the Court by providing notice in the next semi-annual report as provided for in Paragraph 18 below.

12. Age of Property. Upon the Effective Date of the Consent Decree, the Defendant will certify that it uses third-party software to query public records and other information (e.g., tax assessor, Redfin, Zillow, etc.) regarding the year built date of the property to automatically determine and upload the year of construction for each property where Defendant has entered into a contract to conduct a Renovation. If the year built date of the property cannot be ascertained by the third-party software, the Defendant will:

a. Use property or other public records (e.g., tax assessor) to determine the year built of the property; or

b. If Defendant cannot establish the year built date of the property based on Paragraph 12.a, the Installer or Subcontractor conducting the Renovation shall assume that the property involved in the Renovation was built before 1978.

13. Customer Notification Requirements.

a. Website Posting. Within thirty (30) Days of the Effective Date of the Consent Decree, Defendant shall submit to U.S. EPA a certification, in the manner set forth in Section XIII (Notices) of the Consent Decree, and signed by the Senior RRP Compliance Manager, that Defendant has included a link to the page on U.S. EPA's website that provides information on

lead-safe work practices (currently at <http://www.epa.gov/lead/renovation-repair-and-painting-program>) at an appropriate location on its public internet website, or such other location on Defendant's website as may be agreed to in writing by the Parties.

b. Delivery of Pamphlet. Upon the Effective Date of the Consent Decree, the Defendant shall comply with the requirements of this subparagraph and Exhibit A ("Pre-Renovation Education Notification Policy and Forms"):

i. Delivery of Pamphlet to Customer. Obtain and retain, before the commencement of a Lead Project (but no more than sixty (60) Days before), a signed and dated receipt from the Customer denoting delivery of the Pamphlet to the Customer or documentation reflecting the attempted delivery of the Pamphlet (such as a certificate of mailing). Defendant may comply with this provision by obtaining and retaining electronic documentation denoting timely delivery or attempted delivery of the Pamphlet from Defendant or the Installer or Subcontractor performing the Lead Project.

ii. Delivery of Pamphlet to Occupant Other than Customer. If the Lead Project is in a dwelling unit of Target Housing or in a Child-Occupied Facility that is not occupied by the Customer, Defendant shall obtain and retain information, consistent with the requirements in 40 C.F.R. § 745.84, denoting delivery or attempted delivery of the Pamphlet to an adult occupant of such Target Housing unit, or an adult representative of such Child-Occupied Facility, prior to commencing any Lead Project (but no more than sixty (60) Days before the commencement of the Lead Project). Defendant may comply with this provision by obtaining and retaining electronic documentation denoting timely delivery or attempted delivery of the Pamphlet from Defendant or the Installer or Subcontractor performing the Lead Project.

iii. Delivery of Pamphlet for Lead Projects in Common Areas. For Lead Projects in Common Areas, Defendant shall obtain and retain information, consistent with the requirements in 40 C.F.R. § 745.84(b), denoting that an Installer or Subcontractor performing the Lead Project: provided the Pamphlet to the owner of the multi-unit Target Housing; notified in writing each affected unit of the Lead Project and changes to the Lead Project, or posted informational signs while the Lead Project is ongoing; and made the Pamphlet available.

iv. Institute procedures that require Defendant, an Installer, and/or a Subcontractor performing a Lead Project to document the acknowledgment of receipt or attempted delivery of the Pamphlet as required by Paragraph 13.b.i to iii, and provide such documentation to Defendant within thirty (30) Days after an Installer notifies Defendant that the Installer or Subcontractor has completed a Lead Project.

c. Checklist. Upon the Effective Date of the Consent Decree:

i. Defendant shall, upon completion of a Lead Project, require the Installer or Subcontractor to complete the Installer Checklist that is attached to this Consent Decree in Exhibit B (“Checklist”), preferably the electronic version of the Checklist, and provide the completed Checklist to Defendant. Defendant shall provide it to the owner and, if different, an adult occupant within thirty (30) Days of completion of a Lead Project.

ii. Defendant shall use the Checklist in the form set forth in Exhibit B, preferably the electronic version of the Checklist, which Defendant may revise from time to time with the prior written approval of U.S. EPA. Defendant shall provide such

updated Checklist in physical and/or electronic form to its Installers within thirty (30) Days of U.S. EPA's approval.

iii. Not later than thirty (30) Days after the Effective Date, Defendant shall instruct Defendant's sales associates and Third-Parties in the process of selling a Lead Project to inform Defendant's customers of the following: (1) upon completion of the Renovation, the Installer or Subcontractor will complete a copy of the Installer Checklist for Renovations ("Checklist"); (2) the Installer, Subcontractor, or Defendant shall provide a copy of the completed Checklist to the owner and, if different, an adult occupant, as required by the RRP Rules; and (3) if a copy of the completed Checklist is not provided to the owner or occupant either with the invoice or thirty (30) days following completion of the renovation, whichever is earlier as required, then the owner or occupant may contact Defendant and Defendant shall provide a copy of the Checklist to the owner or occupant as completed by the Installer or Subcontractor, provided that the Installer or Subcontractor has submitted the completed Checklist to Defendant.

iv. Upon the Effective Date of the Consent Decree, Defendant shall only use a Third Party to sell Lead Projects on its behalf if the Third-Party has been trained by Defendant regarding the RRP Rule. For the purposes of this Paragraph, "Third Parties" means any party other than those included in the definition of "Defendant" in Paragraph 8.h.

14. Lead Testing. Upon the Effective Date of the Consent Decree, for all Lead Projects where the Defendant, an Installer or a Subcontractor conducts lead testing, Defendant shall conduct or require the Installer or Subcontractor to conduct lead testing properly, as set forth in the RRP Rules, and provide the Defendant with a copy of the completed lead testing

form found in Exhibit C, which form may be modified from time to time with the prior written approval of U.S. EPA; provided, however, that lead testing and the lead testing form are not required for those Lead Projects where the presence of lead is assumed. The phrase “where the presence of lead is assumed” shall mean for the purposes of this Consent Decree, situations where Defendant or its Installers and Subcontractors assume the presence of lead paint and comply with all of the RRP Rules as if there had been a positive lead test.

15. Use of Certified Firms and Certified Renovators.

a. Upon the Effective Date of the Consent Decree, Defendant shall use Certified Firms and Certified Renovators for Lead Projects as required by 40 C.F.R. § 745.85(a) and 40 C.F.R. § 745.89(d). Defendant shall require that Installers that subcontract the Lead Project to a Subcontractor use only Certified Firms to perform any portion of Lead Projects, and assign at least one Certified Renovator to each Lead Project.

b. Within thirty (30) Days of the Effective Date of the Consent Decree, Defendant shall submit to U.S. EPA a certification, in the manner set forth in Section XIII (Notices) of the Consent Decree, and signed by the Senior RRP Compliance Manager, that Defendant has developed and implemented procedures to:

i. Track its Installers’ Firm certification expiration dates and issue a notice to its Installers ninety (90) Days prior to the expiration date of the Installers’ Firm certification.

ii. Suspend or terminate any Firms from performing Lead Projects whose Firm certifications have expired or who are otherwise uncertified until such time that the Installer provides Defendant with evidence that their Firm certification was renewed or obtained.

c. Following the submittal of the certification pursuant to Paragraph 15.b, Defendant shall comply with the procedures set forth therein.

16. Compliance Investigation and Response Process.

a. Renovation Complaint Process. Within thirty (30) Days of the Effective Date of the Consent Decree, the Senior RRP Compliance Manager shall establish and implement a process to enable anyone (e.g., public, Customer, or Government Agency) to contact Defendant with information concerning Defendant's Renovations. Defendant will develop a dedicated e-mail address for RRP Inquiries and publish that e-mail address in the Pamphlet and Checklist.

b. Establishment of Installer and Subcontractor Compliance Procedures. Within forty-five (45) Days of the Effective Date of the Consent Decree, Defendant shall submit to U.S. EPA a certification, in the manner set forth in Section XIII (Notices) of the Consent Decree, and signed by the Senior RRP Compliance Manager, that Defendant has developed and implemented procedures to investigate and respond to potential RRP compliance issues, including: (1) failure by Defendant or an Installer or Subcontractor to provide the Pamphlet as required by Paragraph 13.b; (2) failure by Defendant or an Installer or Subcontractor to provide the Checklist as required by Paragraph 13.c; (3) failure by Defendant or an Installer or Subcontractor to meet the lead testing requirements of Paragraph 14; and (4) complaints received from third parties (e.g., the public, customers, or Government Agencies) pursuant to Paragraph 16.a, or identified by Defendant pursuant to Paragraph 16.d regarding the failure of the Defendant or of any of its Installers or Subcontractors to comply with the RRP Rules, including the failure to comply with lead-safe work practices for Lead Projects.

c. Corrective Measures for Potential Installer or Subcontractor Noncompliance.  
Once the Defendant submits the certification set forth in Paragraph 16.b, Defendant shall

undertake the following corrective measures for potential Noncompliance with RRP Rules or compliance procedures required by this Consent Decree by Defendant, an Installer, or a Subcontractor:

- i. In instances where Defendant, an Installer, or a Subcontractor failed to provide the Pamphlet for a Lead Project as required by Paragraph 13.b, Defendant shall follow the procedures set forth in Exhibits D (“Climate Guard Discipline Policies”), E (“Climate Guard Complaint Process”), and F (“Onsite Installation Quality Control Process”) to this Consent Decree.
- ii. In instances where Defendant, an Installer, or a Subcontractor failed to provide the Checklist to Defendant as required by Paragraph 13.c, Defendant will follow the procedures set forth in Exhibits D, E, and F to this Consent Decree.
- iii. In instances where Defendant, an Installer, or a Subcontractor failed to meet the lead testing requirements of Paragraph 14, Defendant will follow the procedures set forth in Exhibits D, E, and F to this Consent Decree.
- iv. In instances where the Defendant, an Installer, or a Subcontractor conducting a Lead Project was not a Certified Firm or did not use a Certified Renovator as required by Paragraph 15.a, Defendant will follow the procedures set forth in Exhibits D, E, and F to this Consent Decree.
- v. In all other instances of reported or suspected non-compliance with requirements of the RRP Rules such as a Customer complaint to the Defendant’s dedicated e-mail, allegation of a potential noncompliance from a Government Agency, or identification of a failure to follow RRP Rules or this Consent Decree during a jobsite



inspection Defendant performs pursuant to Paragraph 16.d, Defendant will follow the procedures set forth in Exhibits D, E, and F to this Consent Decree as appropriate.

d. Jobsite Inspections. Starting in the Defendant's first full Fiscal Quarter after the Effective Date of the Consent Decree, Defendant or a qualified consultant hired by Defendant shall conduct jobsite inspections ("JSIs") as follows:

i. Conduct at least one JSI for Defendant and each Installer and Subcontractor per year (in a 12-month period) of projects involving pre-1978 housing.

ii. As part of the JSIs, review the projects for RRP compliance, including, as applicable:

1. Verifying there is at least one Certified Renovator on-site or available and, if non-certified renovators are performing the renovation, verifying the Certified Renovator has provided required on-the job training;

2. Verifying Firm Certification;

3. Accurately completing records for Pamphlet distribution as described in Paragraph 13.b, the Checklist as described in Paragraph 13.c, and lead testing as described in Paragraph 14;

4. Observing Installers' (and their Subcontractors' if applicable) compliance with lead-safe work practices; and

5. Properly documenting any exception to the RRP Rules, such as the Minor Repair and Maintenance Activities Exception, for projects that do not meet the definition of a Renovation.

iii. JSIs will be conducted by individuals who are RRP certified and knowledgeable of the provisions set forth in this Consent Decree.

iv. Defendant shall implement training, corrective action, and disciplinary action as appropriate where Defendant identifies non-compliance with any RRP Rules or the requirements of Paragraph 16.d.ii.

17. Recordkeeping Requirements. Upon the Effective Date of the Consent Decree, for a period of three (3) years following the completion of each renovation, Defendant shall retain and make available to EPA upon request each Checklist prepared pursuant to Paragraph 13.c.

18. Monitoring and Reporting/Periodic Reports.

a. Defendant shall submit to U.S. EPA three (3) years of semi-annual Periodic Reports, thus spanning six (6) "Reporting Periods," or until this Consent Decree terminates in accordance with Section XVII (Termination). The first Reporting Period shall begin on the Effective Date of the Consent Decree and conclude six (6) months thereafter. The five (or more) subsequent Reporting Periods shall likewise extend for a period of six (6) months each. Within forty-five (45) Days after the conclusion of each Reporting Period, Defendant shall submit to U.S. EPA, in the manner set forth in Section XIII (Notices) of the Consent Decree, a Periodic Report, signed by the Senior RRP Compliance Manager.

b. Defendant shall submit an initial Periodic Report to the U.S. EPA that states or documents that: (1) its RRP Firm Certification remains current as required in Paragraph 10; (2) the Senior RRP Compliance Manager selected, and the date they were designated, as provided in Paragraph 11; (3) Defendant is determining the year built of property involved in a Renovation as required by Paragraph 12; (4) Defendant is providing the Pamphlet and is retaining records as required by Paragraph 13.b; (5) Defendant is requiring the use of the Checklist by Installers or Subcontractors as required by Paragraph 13.c and identifies the date that it distributed and instructed its Installers and Subcontractors to use the Checklist; and (6) Defendant is requiring its

Installers or Subcontractors to perform lead testing (or assuming the presence of lead) as required by Paragraph 14.

c. Each Periodic Report shall include the following:

i. Confirmation that the Defendant has included a link on its website to the page on U.S. EPA's website that provides information on lead-safe work practices (currently at <http://www.epa.gov/lead/renovation-repair-and-painting-program>);

ii. Instances in the Reporting Period where Defendant did not obtain a signed Pamphlet receipt or receive a signed Pamphlet receipt from an Installer or Subcontractor for a Lead Project pursuant to Paragraph 13.b and actions that Defendant took in response (including any fines imposed on the Installer or Subcontractor pursuant to Defendant's discipline policy, where applicable);

iii. Instances in the Reporting Period where a Lead Project involved Common Areas and Defendant, an Installer, or a Subcontractor failed to notify in writing each affected unit and make the Pamphlet available, or failed to post informational signs while the Lead Project was ongoing and actions that Defendant took in response (including any fines imposed on the Installer or Subcontractor pursuant to Defendant's discipline policy, where applicable);

iv. Instances in the Reporting Period where Defendant, an Installer, or a Subcontractor did not provide a Customer with a Checklist for a Lead Project pursuant to Paragraph 13.c and actions that Defendant took in response (including any fines imposed on the Installer or Subcontractor pursuant to Defendant's discipline policy, where applicable);

v. Instances in the Reporting Period where Defendant, an Installer, or a Subcontractor failed to meet the lead testing requirements of Paragraph 14 for a Lead

Project and actions that Defendant took in response (including any fines imposed on the Installer or Subcontractor pursuant to Defendant's discipline policy, where applicable);

vi. Instances in the Reporting Period where a Lead Project was performed by a person or entity that did not qualify as a Certified Firm or Renovator as required under Paragraph 15.a and actions that Defendant took in response (including any fines imposed on the Installer or Subcontractor pursuant to Defendant's discipline policy, where applicable);

vii. Information regarding third-party complaints concerning compliance with the RRP requirements received and investigated by Defendant in the applicable Reporting Period and actions that Defendant took in response (including any fines imposed on the Installer or Subcontractor pursuant to Defendant's discipline policy, where applicable). Specifically,

1. Defendant shall include a summary of the results of its completed inquiries into each Complaint received since the previous Periodic Report was submitted, or, if its inquiry is ongoing, a statement identifying when the inquiry began and that the inquiry is ongoing. If the inquiry is ongoing, Defendant shall provide a summary of the status of the inquiry in subsequent Periodic Reports until such inquiry is completed;

2. In any Lead Project where Defendant's inquiry of a Complaint confirms, in Defendant's opinion, a deviation from lead safe work practices by an Installer or Subcontractor, Defendant shall include information regarding that Certified Firm and/or Certified Renovator (e.g., name, address, certification number); and

3. U.S. EPA may request more information about specific Certified Firms and/or Renovators whose actions or inactions lead to a disclosure in a periodic report and the actions or inactions that led to the disclosure, including but not limited to specific suspensions or terminations referenced in Paragraph 15.b.ii and/or more information about Complaint inquiries referenced in Paragraph 16.c.iv.

viii. Defendant shall identify the number of JSIs conducted in the reporting period as required by Paragraph 16.d, and for any JSI that identifies a noncompliance with the RRP Rules, provide the following information: city and state of job, type of job, the noncompliance, steps to correct the noncompliance, if any, and any further actions taken by Defendant in response;

ix. Defendant shall identify Installers used by Defendant in the Reporting Period for performing Lead Projects, along with Firm certification numbers for those Installers.

## **VI. STIPULATED PENALTIES**

19. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under this Section or Section VIII (Force Majeure) and subject to the dispute resolution provisions of Section IX (Dispute Resolution).

20. A violation subject to stipulated penalties to the United States includes failing to perform any obligation required by the terms of this Consent Decree according to all applicable requirements of this Consent Decree and within the specified time schedules established by or approved under this Consent Decree as follows:

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| Violation of Paragraph 10. Failure to retain and timely renew RRP Firm Certification.  | \$5,000; for violations extending beyond 7 Days, an additional \$2,500 per Day   |
| Violation of Paragraph 11. Failure to designate a Senior RRP Compliance Manager.   | \$100 per Day for up to 30 Days<br>\$250 per Day for 31-60 Days<br>\$500 per Day after 60 Days   |
| Violation of Paragraph 13.a. Failure to submit certification of website posting within thirty (30) Days of entry of Consent Decree.  | \$100 per Day for up to 30 Days<br>\$250 per Day for 31-60 Days<br>\$500 per Day after 60 Days   |
| Violation of Paragraph 13.b.i. Failure to document timely delivery of Pamphlet to Customer before the commencement of a Lead Project.  | \$1,500 per Lead Project; provided, however, that for Lead Projects sold to Customers after the Paragraph 18.b certification, the stipulated penalty shall be \$500 per Lead Project |
| Violation of Paragraph 13.b.ii. Failure to document timely delivery of Pamphlet to occupant other than Customer and obtain and retain signed receipt of delivery before the commencement of a Lead Project.    | \$1,000 per Lead Project; provided, however, that for Lead Projects sold to Customers after the Paragraph 18.b certification, the stipulated penalty shall be \$500 per Lead Project |
| Violation of Paragraph 13.b.iii. Failure to either document timely delivery of Pamphlet or post other required information for Lead Projects in Common Areas of multi-unit Target Housing.                     | \$1,000 per Lead Project; provided, however, that for Lead Projects sold to Customers after the Paragraph 18.b certification, the stipulated penalty shall be \$100 per Lead Project |
| Violation of Paragraph 13.c.i. Failure to provide the Checklist to an owner or occupant within thirty (30) Days of completion of a Lead Project.   | \$1,500 per Lead Project; provided, however, that for Lead Projects sold to Customers after the Paragraph 18.b certification, the stipulated penalty shall be \$500 per Lead Project |
| Violation of Paragraph 13.c.iii. Failure to instruct sales associates and Third-Parties regarding providing the completed checklist to the owner and/or operator within thirty (30) Days after Effective Date. | \$100 per Day for up to 30 Days<br>\$250 per Day for 31-60 Days<br>\$500 per Day after 60 Days   |

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| Violation of Paragraph 14. Failure to properly conduct lead testing (or assume lead) for all Lead Projects in accordance with Exhibit C.  | \$3,000 per Lead Project; provided, however, that for Lead Projects sold to Customers after the Paragraph 18.b certification, the stipulated penalty shall be \$1,000 per Lead Project  |
| Violation of Paragraphs 13.c.iv., or 15.a. Failure to train Third-Parties or use Certified Firms and Certified Renovators for Lead Projects.  | \$5,000 per Lead Project; provided, however, that for Lead Projects sold to Customers after the Paragraph 18.b certification and an uncertified Subcontractor performs the Lead Project, the stipulated penalty shall be \$1,500 per Lead Project |
| Violation of Paragraph 15.b. Failure to submit certification, within thirty (30) Days of Effective Date, that Defendant has developed and implemented required procedures concerning Installers' use of certified renovators. | \$100 per Day for up to 30 Days<br>\$250 per Day for 31-60 Days<br>\$500 per Day after 60 Days  |
| Violation of Paragraph 16.a. Failure to establish and implement process for contacting Defendant concerning RRP Rules compliance within thirty (30) Days of Effective Date.   | \$100 per Day for up to 30 Days<br>\$250 per Day for 31-60 Days<br>\$500 per Day after 60 Days  |
| Violation of Paragraph 16.b. Failure to submit certification, within forty-five (45) Days of the Effective Date, that Defendant has implemented Installer and Subcontractor RRP Compliance Procedures.                        | \$500 per Day for up to 30 Days<br>\$1,000 per Day for 31-60 Days<br>\$1,500 per Day after 60 Days  |
| Violation of Paragraph 16.c.i to iv. Failure to follow the procedures set forth in Exhibits D through F:  | \$10,000 per Lead Project for Failure to address customer complaints of reported or suspected non-compliance with RRP Rules or Consent Decree requirements in accordance with Exhibits D, E and F   |
| Violation of Paragraph 16.d.i. Failure to conduct required number of JSIs per year at projects involving pre-1978 housing.  | \$400 for each JSI below the annual minimum   |

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| Violation of Paragraph 17. Failure comply with Recordkeeping Requirements.  | \$500 per Lead Project; provided, however, that for Lead Projects sold to Customers after the Paragraph 18.b certification, the stipulated penalty shall be \$250 per Lead Project |
| Violation of Paragraph 18.a. Failure to timely submit semi-annual Periodic Report that complies with the requirements of Paragraph 18.a to c. | \$250 per Day for up to 30 Days<br>\$500 per Day for 31-60 Days<br>\$1,000 per Day after 60 Days   |

21. Defendant shall pay stipulated penalties within thirty (30) Days of receiving the United States' written demand unless Defendant initiates dispute resolution in accordance with Section IX (Dispute Resolution). Interest and late charges shall be paid as stated in Section VII (Interest).

22. Penalties under Paragraph 20 shall begin to accrue on the Day after the complete performance is due or the Day a violation occurs, and shall continue to accrue through the final Day of correction of the violation or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Decree, even where those violations concern the same event.

23. Stipulated penalties shall continue to accrue as provided in Paragraph 20, during any dispute resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of U.S. EPA that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with Interest, as may be determined by such agreement of the Parties or decision of U.S. EPA, within thirty (30) Days of the date of the agreement or the receipt of U.S. EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together



with Interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with Interest, within fifteen (15) Days of receiving the final Appellate Court decision.

24. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Section XIII (Notices), except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

25. Nothing in this Paragraph shall be construed to prevent the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties. Defendant reserves any defenses to any remedy the United States may seek pursuant to this Paragraph.

26. The stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of Title IV of TSCA, 15 U.S.C. §§ 2681-2692, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation. Defendant reserves any defenses to any actions the United States may bring pursuant to this Paragraph.

27. Notwithstanding any other provision of this Section, U.S. EPA, may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

## **VII. INTEREST**

a. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

## **VIII. FORCE MAJEURE**

28. "Force majeure," for purposes of this Consent Decree, means any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay or harm that may result from such delay to the greatest extent possible. Force majeure does not include Defendant's financial inability to perform any obligation under this Consent Decree.

29. If any event occurs or has occurred that will delay the performance of any obligation under this Consent Decree, for which Defendant intends or may intend to assert a claim of force majeure, Defendant shall provide written notice to the U.S. EPA as provided for in Section XIII (Notices) within fourteen (14) Days of when Defendant first knew that the event might cause a delay. Defendant shall provide in the notice an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to

prevent or mitigate the delay or the effect of the delay; and Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstances of which Defendant knew or should have known.

30. If U.S. EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. U.S. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

31. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, U.S. EPA will notify Defendant in writing of the decision.

32. If Defendant elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than thirty (30) Days after receipt of U.S. EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 28 and 29,

above. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to U.S. EPA and the Court.

### **IX. DISPUTE RESOLUTION**

33. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree.

34. Informal Dispute Resolution. Any dispute subject to dispute resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed sixty (60) Days from the date the dispute arises, unless that period is modified by written agreement. The failure to submit a Notice of Dispute within ten (10) Days from the date upon which the issue in dispute first arises waives Defendant's right to invoke dispute resolution under this Section. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within sixty (60) Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

35. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

36. The United States shall serve its Statement of Position within sixty (60) Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

37. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States in accordance with Section XIII (Notices) of this Consent Decree, a motion requesting judicial resolution of the dispute. The motion must be filed within thirty (30) Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

38. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum and/or request a hearing on the merits, to the extent permitted by the Local Rules.

39. Standard of Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 37, judicial review of any dispute shall be governed by applicable principles of law.

40. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with

respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 23. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI (Stipulated Penalties).

#### **X. INFORMATION COLLECTION AND RETENTION**

41. The United States and its representatives, including its attorneys, contractors, and consultants, shall have the right of entry into any of Defendant's facilities (to the extent that Defendant has the right to authorize a right of entry) covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. Monitor the progress of activities required under this Consent Decree;
- b. Verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. Obtain samples and, upon request, splits of any samples within the possession of Defendant and collected by Defendant or its representatives, contracted Firms, contracted Renovators, or consultants;
- d. Obtain documentary evidence, including photographs, contracts, work orders, change orders, and similar data within the possession of Defendant (and upon request instruct its representatives or Installers to provide the United States with any data related to RRP work performed under a contract with Defendant, such as documents, sampling results, photographs, and similar data); and
- e. Assess Defendant's compliance with this Consent Decree.

42. Upon request, U.S. EPA shall provide to Defendant an opportunity to split any samples taken by U.S. EPA.

43. Defendant shall retain (and shall instruct its Installers to preserve) all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its Installers' or agents' possession or control, or that come into its or its Installers' or agents' possession or control, and that relate to Defendant's performance of its obligations under this Consent Decree until termination of this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, U.S. EPA may submit a written request to review the information.

44. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendant. Defendant may make no claim of privilege regarding any periodic report and/or completed Checklist that Defendant is required to create or generate pursuant to this Consent Decree.

45. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant and the United States shall follow the procedures set forth in 40 C.F.R. Part 2.

46. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws,

regulations, or permits not addressed by this Consent Decree, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits not addressed by this Consent Decree.

#### **XI. EFFECT OF SETTLEMENT**

47. This Consent Decree resolves the civil claims for injunctive relief of the United States for the violations alleged in the Complaint filed in this action through the date of lodging of the Consent Decree.

48. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under TSCA or its implementing regulations, under other federal laws, regulations, or permit conditions, or under other state laws, regulations or permit conditions, except as expressly specified in Paragraph 47. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment whether related to the violations addressed in this Consent Decree or otherwise.

49. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 47.



50. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits, and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of TSCA, with TSCA's implementing regulations, or with any state law or regulation.

51. This Consent Decree does not limit or affect the rights of Defendant or of the United States against any third parties not party to this Consent Decree, including any entities that perform Renovations under contract with Defendant.

52. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

## **XII. COSTS**

53. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of any stipulated penalties due, but not paid, by Defendant.

## **XIII. NOTICES**

54. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section  
U.S. Department of Justice  
Re: DOJ No. 90-5-1-1-12448  
[eescdcopy.enrd@usdoj.gov](mailto:eescdcopy.enrd@usdoj.gov)

To U.S. EPA:

[r5lecab@epa.gov](mailto:r5lecab@epa.gov)  
[saldivar.christina@epa.gov](mailto:saldivar.christina@epa.gov)  
[mcauliffe.mary@epa.gov](mailto:mcauliffe.mary@epa.gov)

To Defendant:

[barryc@shopstudio41.com](mailto:barryc@shopstudio41.com)  
[michael.scanlon@btlaw.com](mailto:michael.scanlon@btlaw.com)

55. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

56. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

#### **XIV. EFFECTIVE DATE**

57. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

#### **XV. RETENTION OF JURISDICTION**

58. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX (Dispute Resolution) and XVI (Modification), or effectuating or enforcing compliance with the terms of this Consent Decree.

## **XVI. MODIFICATION**

59. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by the United States and Defendant. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

60. Any disputes concerning modification of this Consent Decree shall be resolved pursuant to Section IX (Dispute Resolution) of this Consent Decree, provided, however, that, instead of the burden of proof provided by Paragraph 32, the Party (whether the United States or Defendant) seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

## **XVII. TERMINATION**

61. Three years after the Effective Date, and provided that Defendant has implemented the requirements of Section V (Compliance Requirements) of this Consent Decree, and has paid any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

62. Following receipt by the United States of Defendant's Request for Termination, the United States and the Defendant shall confer informally concerning the Request for Termination and any disagreement that the United States and Defendant may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Consent Decree may be terminated, the United States and Defendant shall submit, for the Court's approval, a joint stipulation terminating the Decree.

63. If the United States does not agree that the Decree may be terminated, or if the United States does not respond to Defendant's Request for Termination within ninety (90) Days of receipt of such Request, Defendant may invoke dispute resolution under Section IX (Dispute Resolution) of this Consent Decree.

**XVIII. 26 U.S.C. § 162(F)(2)(A)(II) IDENTIFICATION**

64. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Paragraph 6 of Section III (Applicability); Paragraphs 10 to 16 of Section V (Compliance Requirements); Paragraphs 41 to 46 of Section X (Information Collection and Retention); and Exhibits A, B, C, D, E, and F, is restitution or required to come into compliance with law.

**XIX. PUBLIC PARTICIPATION**

65. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

**XX. SIGNATORIES**

66. Each undersigned representative of Defendant and the United States certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

67. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

#### **XXI. INTEGRATION**

68. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree of the United States' claims for injunctive relief set forth in the Complaint and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree. The United States' claim for civil penalties brought pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, is embodied in a Consent Agreement and Final Order, Docket No. TSCA-05-2023-0001, and is attached to this Consent Decree for informational purposes only as Exhibit G.

#### **XXII. FINAL JUDGMENT**

69. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendant.

#### **XXIII. EXHIBITS**

70. The following appendices are attached to and part of this Consent Decree:

- a. Exhibit A – Pre-Renovation Education Notification Policy and Forms;

b. Exhibit B – Work Practices Policy, Checklist, Non-Certified Worker Training Form, Common Area Posting;

c. Exhibit C – Lead Test Kits and Form;

d. Exhibit D – Climate Guard Discipline Policies;

e. Exhibit E – Complaint Process; and

f. Exhibit F – Onsite Installation Quality Control Process.

71. The following exhibit is attached to this Consent Decree for informational purposes only:

a. Exhibit G – Consent Agreement and Final Order, Docket No. TSCA-05-2023-0001.

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.


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United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America, et al. v. Logan Square Aluminum Supply, Inc.*, subject to public notice and comment.

FOR PLAINTIFF, UNITED STATES OF AMERICA:

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice

 Date 1/25/23  
JAMES D. FREEMAN  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
999 18th Street  
South Terrace, Suite 370  
Denver, CO 80202

PEDRO SEGURA  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
150 M St. NE  
Washington, DC, 20002


JOHN R. LAUSCH, JR.  
United States Attorney

JONATHAN C. HAILE  
Assistant U.S. Attorney  
Northern District of Illinois, Eastern Division  
219 S. Dearborn St., 5th Floor  
Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Logan Square Aluminum Supply, Inc., et al.*, subject to public notice and comment.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:


**LAWRENCE  
STARFIELD**

 Digitally signed by LAWRENCE  
STARFIELD  
Date: 2022.12.20 18:01:15 -05'00'

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LAWRENCE E. STARFIELD  
Assistant Administrator, Acting  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
Washington, DC 20460

**ROSEMARIE  
KELLEY**

 Digitally signed by ROSEMARIE  
KELLEY  
Date: 2022.12.20 12:51:32  
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ROSEMARIE A. KELLEY  
Director, Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
Washington, DC 20460

**GREGORY  
SULLIVAN**

 Digitally signed by GREGORY  
SULLIVAN  
Date: 2022.12.19 10:02:09 -05'00'

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GREGORY SULLIVAN  
Director, Waste and Chemical Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
Washington, DC 20460



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Logan Square Aluminum Supply, Inc.*, subject to public notice and comment.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

**DEBRA SHORE**

Digitally signed by DEBRA  
SHORE  
Date: 2022.12.09 14:42:54  
-05'00'

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DEBRA SHORE  
Regional Administrator & Great Lakes  
National Program Manager  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

**ROBERT  
KAPLAN**

Digitally signed by ROBERT  
KAPLAN  
Date: 2022.12.07 14:55:01  
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ROBERT A. KAPLAN  
Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

**MICHAEL  
HARRIS**

Digitally signed by MICHAEL  
HARRIS  
Date: 2022.12.06 12:52:33 -06'00'

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MICHAEL D. HARRIS  
Director  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

**McAuliffe, Mary**


Digitally signed by McAuliffe,  
Mary  
Date: 2022.12.02 14:12:55  
-06'00'

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MARY T. McAULIFFE  
Associate Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America, et al. v. Logan Square Aluminum Supply, Inc.*, subject to public notice and comment.

FOR DEFENDANT, LOGAN SQUARE ALUMINUM SUPPLY, INC.:

  
\_\_\_\_\_  
LOUIS SILVER  
President

Date 12/1/2022

**Exhibit A – Pre-Renovation Education Notification Policy and Forms**

**Exhibit B – Work Practices Policy, Checklist, Non-Certified Worker Training Form,  
Common Area Posting**

**Exhibit C – Lead Test Kits and Form**

**Exhibit D – Climate Guard Discipline Policies**

**Exhibit E – Complaint Process**

**Exhibit F – Onsite Installation Quality Control Process**

**Exhibit G – Consent Agreement and Final Order**