

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,

Plaintiff,

v.

CISNE NY CONSTRUCTION, INC.; CISNE JE  
CONSTRUCTION, INC.; CISNE  
CONTRACTING, INC.; JOSE PANCHÁ; and  
EDISON RUILOVA,

Defendant.

22 Civ. 338 (GHW)

**CONSENT DECREE**

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WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), filed a complaint in this action on January 13, 2022, alleging that Defendants CISNE NY Construction, Inc., CISNE JE Construction, Inc., CISNE Contracting, Inc., Jose Pancha (a/k/a Jose Paccha<sup>1</sup>), and Edison Ruilova (“Ruilova”), violated Section 409 of the Toxic Substances Control Act (“TSCA” or the “Act”), 15 U.S.C. § 2689;

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

WHEREAS, the Complaint alleges that Defendants violated lead safety requirements set forth in the Renovation, Repair, and Painting Rule (the “RRP Rule”) promulgated pursuant to TSCA, including certification and training requirements, lead-safe work practice requirements, warning information requirements, and recordkeeping requirements, while performing renovation projects at residential properties in New York City;

WHEREAS, Defendant Ruilova wishes to resolve this matter and make the admissions set forth in Section IV of this Consent Decree;

WHEREAS, the United States has determined that Ruilova has documented an inability to pay the full civil penalty for which he otherwise would be liable for the violations alleged in the Complaint, and therefore, solely because of that documented inability to pay, the United States is prepared to settle for a lower amount reflective of his ability to pay.

WHEREAS, the United States and Ruilova recognize, and the Court by entering this Consent Decree finds, that this Consent Decree is fair, reasonable, and in the public interest.

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<sup>1</sup> Jose Paccha’s name is spelled “Pancha” in some documents filed with state and local governments and “Paccha” in others. Mr. Paccha has confirmed that “Paccha” is the correct spelling of his last name.

NOW, THEREFORE, with the consent of the United States and Ruilova, it is HEREBY ADJUDGED, ORDERED, and DECREED as follows:

## **I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 17 of TSCA, 15 U.S.C. § 2616, and over the Parties. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because Ruilova resides in this district and violated TSCA and the RRP Rule within this District. For purposes of this Decree, or any action to enforce this Decree, Ruilova consents to the Court's jurisdiction over this Decree and any such action and over him, and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Ruilova agrees that the Complaint states claims upon which relief may be granted pursuant to TSCA.

## **II. APPLICABILITY**

3. The obligations of this Consent Decree apply to and are binding upon the United States, and upon Ruilova and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of any Ruilova Renovation Firm, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Ruilova of his obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Ruilova shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA, and the United States Attorney for the Southern District of New York, in accordance with Section XV (Notices). Any attempt by Ruilova to transfer

ownership or operation of a Ruilova Renovation Firm, without complying with this Paragraph constitutes a violation of this Decree.

5. Ruilova shall cause a copy of this Consent Decree to be provided to any Ruilova Renovation Firm's officers, employees, and agents whose duties might reasonably affect compliance with any provision of this Decree, as well as to any contractor retained by Ruilova or a Ruilova Renovation Firm to perform work required under this Consent Decree. Ruilova shall condition any such contract entered into by him, and cause any Ruilova Renovation Firm to condition any such contract entered into by it, upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Ruilova shall not raise as a defense the failure by any of his contractors or any Ruilova Renovation Firm's officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

### **III. DEFINITIONS**

7. Terms used in this Consent Decree that are defined in the Act or in the RRP Rule have the meanings assigned to them in the Act or the RRP Rule, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

- a. "Certified Contractor" means a contractor who has been certified as a firm in accordance with 40 C.F.R § 745.89 and whose certification is in effect throughout his/her involvement with a Renovation.
- b. "Certified Firm" means a Firm that has been certified in accordance with 40 C.F.R § 745.89 and for which the certification is in effect throughout the time of its involvement with a Renovation.
- c. "Certified Renovator" means a Renovator who has been certified in accordance with 40 C.F.R. § 745.90(a).

- d. “Certified Subcontractor” means a Subcontractor that has been certified as a firm in accordance with 40 C.F.R § 745.89 and whose certification is current throughout his/her involvement with a Renovation.
- e. “Child-Occupied Facility” has the same meaning as set forth in 40 C.F.R. § 745.83.
- f. “Complaint” shall mean the complaint filed by the United States in this action.
- g. “Consent Decree” or “Decree” shall mean this Decree and all exhibits attached thereto.
- h. “Contractor” or “Subcontractor” means a Firm that enters into a written agreement with Ruilova or a Ruilova Renovation Firm for such Firm to perform any portion of work that constitutes Renovation.
- i. “Covered Work Site” shall mean Target Housing or a Child-Occupied Facility.
- j. “Date of Lodging” shall mean the date this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Southern District of New York.
- k. “Day” shall mean a calendar day unless expressly stated to be a business day. 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 shall run until the close of business of the next business day.
- l. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- m. “Effective Date” shall have the definition provided in Section XVI.
- n. “Firm” has the same meaning as set forth in 40 C.F.R. § 745.83.
- o. “Interest” means interest pursuant to 28 U.S.C. § 1961.
- p. “Pamphlet” has the same meaning as set forth in 40 C.F.R. § 745.83.
- q. “Paragraph” shall mean a portion of this Decree identified by an arabic numeral.
- r. “Perform,” in regard to Renovation, shall mean conduct any work that falls into the definition of Renovation, enter into a contract or otherwise agree to conduct or oversee Renovation, or direct, order, or otherwise cause Renovation to take place, including by hiring a Contractor or Subcontractor to do some or all work that constitutes a Renovation.

- s. “Renovator” has the same meaning as set forth in 40 C.F.R. § 745.83.
- t. “Renovation” has the same meaning as set forth in 40 C.F.R. § 745.83.
- u. “Ruilova Renovation Firm” shall mean any Firm engaged in Renovation that Edison Ruilova owns, operates, or controls, including Ruilova individually or as a sole proprietor contracting to perform a Renovation, during the life of this Consent Decree. For avoidance of doubt, the term Ruilova Renovation Firm includes CISNE Contracting, Inc. and CISNE Construction, Inc.
- v. “Section” shall mean a portion of this Decree identified by a roman numeral.
- w. “Target Housing” has the same meaning as set forth in 40 C.F.R. § 745.103.
- x. “United States” shall mean the United States of America, acting on behalf of EPA.

#### **IV. ADMISSIONS**

- 8. Ruilova admits, acknowledges, and accepts responsibility for the following:
  - a. Ruilova was a principal of CISNE NY Construction, Inc., from approximately November 2016 until June 2018. In his role, he was responsible for ensuring that CISNE NY Construction, Inc., complied with the RRP Rule in 2017 and 2018.
  - b. CISNE NY Construction, Inc., was a general contractor performing renovation work, along with other contractors, in Tower 5 of 160 East 48<sup>th</sup> Street and at 915 West End Avenue.
  - c. CISNE NY Construction, Inc., was compensated for the renovation work it performed at each of these apartment buildings.
  - d. These apartment buildings were built before 1978 and the units in which work was performed were “target housing” covered by TSCA and the RRP Rule.
  - e. In connection with the renovation work at both of those apartment buildings, Ruilova and CISNE NY Construction, Inc., failed to do the following:
    - (1) Obtain an RRP firm certification prior to conducting renovation work;
    - (2) Have a certified renovator direct the renovations;

- (3) Ensure that all other persons performing the renovations received training on lead-safe work practices;
  - (4) Post warning signs defining the work areas and cautioning occupants and other persons not involved in the renovation activities to keep out;
  - (5) Provide an EPA pamphlet on lead hazards, *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Care Providers, and Schools*, to the owner of the units being renovated;
  - (6) Contain the renovation work areas to minimize the risk of lead exposure;
  - (7) Clean the work areas after the renovations were completed to ensure that no dust, debris, or residue remained in those areas; and
  - (8) Make available to EPA the records necessary to demonstrate compliance with the RRP Rule.
- f. In addition, Ruilova and CISNE Contracting, Inc., failed to make available to EPA records necessary to demonstrate compliance with the RRP Rule at other worksites at which Ruilova and CISNE Contracting, Inc. performed renovations.
- g. As a result, Ruilova violated the RRP Rule and TSCA.

#### **V. REPRESENTATIONS AND COOPERATION**

9. As a condition of entry of this Consent Decree, Ruilova represents and warrants, under penalty of perjury pursuant to 28 U.S.C. § 1746:

- a. Since June of 2018, Ruilova has not operated CISNE NY Construction, Inc. Since the same date, Ruilova has not performed any Renovation work under or derived any profit from CISNE NY Construction, Inc.
- b. In January of 2017, Ruilova filed a certificate of incorporation with the New York State Department of State for the company CISNE JE Construction, Inc. However, Ruilova has not performed any Renovation work under or derived any profit from, and does not operate CISNE JE Construction, Inc.
- c. Ruilova does not currently own, operate, or control any companies other than CISNE Contracting, Inc., engaged in the business of Renovation.



- d. Ruilova is not currently engaged in any business ventures with defendant Jose Paccha, including but not limited to any shared ownership, operation, or control of companies in the business of Renovation.
- e. Jose Paccha has never owned, operated, controlled, or been employed by CISNE Contracting, Inc.

10. Ruilova agrees to cooperate fully and truthfully with the United States' investigation of and litigation against individuals and entities not released in this Consent Decree, relating to matters alleged in the Complaint or otherwise. Upon reasonable notice, to the extent that he has legal or practical control over defendant CISNE Contracting, Inc., Ruilova shall encourage, and agree not to impair, the cooperation of CISNE Contracting, Inc.'s owners, directors, officers, and employees, and shall cause CISNE Contracting, Inc., to use best efforts to make available, and encourage, the cooperation of former owners, directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Ruilova further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in his possession, custody, or control concerning the conduct at issue in the Complaint or other matters subject to investigation or litigation by the United States, and to the extent that he has legal or practical control over defendant CISNE Contracting, Inc., to cause it to do so.

## **VI. CIVIL PENALTY**

11. Ruilova shall pay the sum of \$25,000 as a civil penalty, plus interest as described in this Paragraph. This payment shall be made in 25 consecutive monthly payments of \$1,000 with the first payment due 30 Days after the Effective Date, and subsequent payments due monthly thereafter. Ruilova shall include with the first installment payment an additional amount for interest accrued at the rate of 3.5% per year on the total payment amount from the Effective Date through the date of payment. Ruilova shall include with each subsequent payment an additional

amount for interest accrued at the rate of 3.5% per year on the unpaid balance from the date of the previous payment through the date of the payment. A payment schedule with the principal and interest due for each installment payment is attached as Exhibit A.

12. Ruilova shall pay the civil penalty by FedWire Electronic Funds Transfer (“EFT”) to the DOJ account, in accordance with instructions provided to Ruilova by the United States Attorney’s Office for the Southern District of New York after the Effective Date. The payment instructions provided by the United States Attorney’s Office (“USAO”) will include a Consolidated Debt Collection System (“CDCS”) number, which Ruilova shall use to identify all payments required to be made in accordance with this Consent Decree.

13. At the time of payment, Ruilova shall send notice that payment has been made: (i) to EPA via email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov) or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) to the United States via email or regular mail in accordance with Section XV; and (iii) to EPA in accordance with Section XV. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States of America v. CISNE NY Construction, et al.* and shall reference the civil action number and CDCS Number.

14. Ruilova may make any payment prior to its due date, but must contact the USAO in advance for a determination regarding the amount of interest to be included with the payment. If any installment payment includes an overpayment, the amount of the overpayment will be applied to the remaining principal.

15. If Ruilova fails to make any payment required under Paragraph 11 by the due date, the Government may send Ruilova a notice of late payment. If Ruilova fails to make the payment and to pay all interest and stipulated penalties owed within 30 days of receipt of the notice, all

remaining payments and all accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until Ruilova pays the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Section IX.

16. If Ruilova becomes the subject of a proceeding under the Bankruptcy Code, 11 U.S.C. §§ 101-1532, all remaining payments and accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until Ruilova pays the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Section IX.

17. Ruilova shall not deduct any penalties paid under this Decree pursuant to this Section or Section IX (Stipulated Penalties) in calculating his federal income tax.

18. Ruilova acknowledges that the amount of the civil penalty has been set based on his documented inability to pay a greater amount and that, in the absence of a limited ability to pay, under the relevant EPA penalty policy, Ruilova's civil penalty would exceed \$2 million.

## **VII. INJUNCTIVE RELIEF**

19. Certified Renovator: While conducting Renovations at Covered Work Sites, Ruilova shall maintain a renovator certification by completing an appropriate course accredited by EPA under § 745.225 or by a State or Tribal program that is authorized under subpart Q of Part 745 of Title 40 of the Code of Federal Regulations.

20. Individual RRP Rule Compliance: To the extent that Ruilova performs Renovations at Covered Work Sites as an employee or contractor of a Firm that he does not own or control, Ruilova shall: (a) ensure that the Firm has a firm certification pursuant to 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a)(1); and (b) follow the work practices set forth in 40 C.F.R. § 745.85. If any Firm for whom Ruilova works at a Covered Work Site is not certified or refuses

to allow him to perform the requirements of this paragraph, he shall report the Firm's non-compliance to EPA in accordance with Paragraph 70.

21. Firm RRP Rule Compliance: If Ruilova conducts Renovations as part of a Ruilova Renovation Firm, he shall ensure that the Firm complies with the RRP for Renovations at Covered Work Sites, including, but not limited to:

- a. Obtaining and maintaining firm certification pursuant to 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a)(1);
- b. Assigning a Certified Renovator pursuant to 40 C.F.R. §§ 745.81(a)(3) and 745.89(d)(2), and having Certified Renovators perform Renovation activities at Covered Work Sites, or having individuals performing Renovation activities at Covered Work Sites trained by a Certified Renovator as provided in 40 C.F.R. §§ 745.81(a)(3) and 745.89(d)(1);
- c. Providing the lead hazard information pamphlet ("The Lead Safe Certified Guide to Renovate Right") to the building, owner and occupant of the unit being renovated, and/or each affected unit pursuant to 40 C.F.R. § 745.84(a), (b), and (c), obtaining a written acknowledgment of receipt of the pamphlet, and maintaining relevant records for three (3) years after the termination of the Consent Decree;
- d. Posting warning signs pursuant to 40 C.F.R. § 745.85(a)(1);
- e. Containing the work area by closing windows and doors pursuant to 40 C.F.R. § 745.85(a)(2)(i)(C);
- f. Covering the floor surface pursuant to 40 C.F.R. § 745.85(a)(2)(i)(D);
- g. Containing waste from renovation pursuant to 40 C.F.R. § 745.85(a)(4)(i);
- h. Performing post-renovation clean up pursuant to 40 C.F.R. § 745.85(a)(5);
- i. Performing post-renovation cleaning verification pursuant to 40 C.F.R. § 745.85(b); and
- j. Maintaining and producing records pursuant to 40 C.F.R. §§ 745.86(a) and (b).

22. Renovation Checklist: If Ruilova conducts Renovations as part of a Ruilova Renovation Firm, he shall ensure that the Firm utilizes the Renovation Checklist—attached to this Consent Decree as Exhibit B—when performing Renovations at Covered Work Sites.

23. Notification of Work: If Ruilova conducts Renovations as part of a Ruilova Renovation Firm, he shall notify EPA in writing in accordance with Paragraph 70:

- a. Of the address and contact information for the Ruilova Renovation Firm.
- b. Of each upcoming Renovation at least 14 days before beginning the Renovation. The notification to EPA of a Renovation shall include, at a minimum: (a) the location of the Covered Work Site (the address) and the areas to be renovated (e.g., apartment number(s), common area(s), exterior); (b) the character of the Covered Work Site (e.g., single family domicile, multi-family apartment building, school building); (c) whether the Covered Work Site will be occupied at the time of the Renovation; (d) whether children reside at or frequent the Covered Work Site when not under Renovation and the age of any such children; (e) the scope of work to be performed; (f) the full name, address, telephone number, and certification number of each contractor and/or subcontractor working on the Renovation, (g) the full name, address and telephone number of the individual who will be the on-site Certified Renovator for the work and a copy of his/her Renovator certificate, (h) the name, address, and telephone number of the Covered Work Site's owner or agent; (i) the full name, address, and telephone number of the Compliance Officer, as defined in Paragraph 24, working on the Renovation (j) the scheduled dates of work; and (k) any test results supporting an exemption pursuant to 40 C.F.R. § 745.86(b)(1). Additionally, the notification will state that Ruilova and the Ruilova Renovation Firm authorize EPA to inspect and take samples at the Covered Work Site while the Renovation is occurring and will take all reasonable steps to secure access for EPA from the Covered Work Site's owner(s). Timely submission of a completed Notification Checklist—attached to this Consent Decree as Exhibit C—will satisfy this notification requirement. If a Renovation-related change/modification (e.g. change of Certified Renovator, scope of work, dates of work) becomes necessary, Ruilova on behalf of the Ruilova Renovation Firm must either update their original notification to EPA for that Covered Work Site or send EPA a new notification promptly.
- c. Of any complaints received verbally or in writing from tenants, neighbors, the public, tenant organizations, workers, or any other source regarding work regulated by the RRP Rule within seven (7) days of receiving such complaints.
- d. Of any official correspondence received from any municipal, county, or state agencies regarding the condition, handling, maintenance, disturbance, containment, or abatement of lead-based paint at the Target Housing within seven (7) days of receiving such correspondence.

24. Compliance Officer: If Ruilova conducts Renovations as part of a Ruilova Renovation Firm, he shall designate a compliance officer (who shall be individually certified as a Renovator) as a single point of contact to deal with lead safe work practice issues, monitor Contractors' and Subcontractors' compliance with RRP Rule requirements, and respond to EPA with regard to any other issues that may arise with regard to the performance of the Renovation (the "Compliance Officer"). No Renovation work shall be performed at any Covered Work Site unless a Compliance Officer has been designated and is available to EPA at any time Renovation is taking place.

25. Contractors and Subcontractors: If Ruilova conducts Renovations as part of a Ruilova Renovation Firm, he shall ensure that such Firm hires only RRP certified firms as Contractors and Subcontractors for Renovations at Covered Work Sites. Ruilova shall ensure that the Ruilova Renovation Firm memorializes Contractor and Subcontractor hiring in written contracts, copies of which shall be available to EPA upon request. When Contractors and Subcontractors are utilized for Renovations at Covered Work Sites, Ruilova shall ensure that the Ruilova Renovation Firm:

- a. Requires the Contractors or Subcontractors to use the Renovation Checklist. Regardless of the provision of any contract between the Ruilova Renovation Firm and its Contractors or Subcontractors, Ruilova shall ensure that the Ruilova Renovation Firm is responsible for the completion of the Renovation Checklist by their Contractors or Subcontractors for each Renovation at Covered Work Sites.
- b. Suspends any Contractor or Subcontractor with an expired RRP certification as soon as possible but not later than twenty-four (24) hours after learning of the expired certification. Edison Ruilova shall notify EPA in writing within seven (7) days of each suspension.
- c. Suspends any Contractor or Subcontractor found to be in violation of the RRP Rule and causes their work to cease as soon as is feasible, but in no event more than twenty-four (24) hours after receiving credible notice of the violations.

- d. Requires Contractors and Subcontractors to certify in writing, prior to receiving payments beyond an initial deposit, that they have complied with the RRP requirements for the work they have performed or continue to perform and to submit records demonstrating compliance at the completion of the work. The designated Compliance Officer shall review these records to confirm that they demonstrate compliance prior to the Ruilova Renovation Firm making final payment. Ruilova shall ensure that the Ruilova Renovation Firm shall maintain and make available to EPA any such records for three (3) years after the termination of the Consent Decree.

For avoidance of doubt, the Ruilova Renovation Firm and Ruilova (together or potentially with others) will be responsible for any violations of the RRP Rule or this Consent Decree during any Renovation at Covered Work Sites performed by any contractor or subcontractor.

26. Dissolution of Companies: After the Effective Date, Ruilova shall promptly take all necessary steps to voluntarily dissolve CISNE NY Construction, Inc., and CISNE JE Construction, Inc. with the New York State Department of State. When those entities have been dissolved, Ruilova shall notify the EPA of their dissolution in accordance with Paragraph 70.

### **VIII. REPORTING REQUIREMENTS**

27. Annual Reporting: By January 31<sup>st</sup> of each year after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XIX, Ruilova shall submit by letter either: (1) a certification that Ruilova is not operating a Ruilova Renovation Firm; or (2) if Ruilova is operating a Ruilova Renovation Firm, a report for the preceding calendar year that shall include a list of all Renovations at Covered Work Sites that the Ruilova Renovation Firm performed in the preceding year. For each completed Renovation, the report shall include either: (a) a certification that a determination had been made that lead-based paint was not present on the components affected by the Renovation, records to support such a determination, as described in 40 C.F.R. §745.86(b)(1), and a contemporaneously completed Renovation Checklist; or (b) all of the following: (i) records reflecting delivery and written acknowledgment of receipt of the EPA pamphlet titled *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard*

*Information for Families, Child Care Providers and Schools*, as described in 40 C.F.R. §745.86(b)(2)-(5); (ii) records demonstrating that the requirements of 40 C.F.R. §745.85 were followed, including the records set forth in 40 C.F.R. §745.86(b)(6); and (iii) a contemporaneously completed Renovation Checklist. To the extent that the Ruilova Renovation Firm did not perform any Renovation at Covered Work Sites in the preceding calendar year, the report pursuant to this Paragraph shall so state.

28. The annual letter described in Paragraph 27 shall also include a description of any violation of the requirements of this Consent Decree or the RRP Rule and an explanation of the cause of the violation and of the remedial steps taken, or to be taken, to minimize the effects of such violation and to prevent further violations.

29. Whenever any violation of this Consent Decree or the RRP Rule or any other event affecting Ruilova or any Ruilova Renovation Firm's performance under this Consent Decree may pose an immediate threat to the public health or welfare or the environment, Ruilova shall cease all work and notify EPA orally or by email as soon as possible, but no later than 24 hours after he first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraphs.

30. Each report submitted by Ruilova, whether for himself or on behalf of a Ruilova Renovation Firm, under this Section shall be signed by Ruilova and include the following certification:

I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are



significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

31. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

32. The reporting requirements of this Consent Decree do not relieve Ruilova or any Ruilova Renovation Firm of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

33. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

#### **IX. STIPULATED PENALTIES**

34. Ruilova shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section X (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

35. Late Payment of Civil Penalty. If Ruilova fails to pay the civil penalty required to be paid under Section VI (Civil Penalty) when due, he shall pay a stipulated penalty of \$500 per Day for each Day that each payment is late.

36. Other Violations. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement set forth in Sections VII or VIII:

| <u>Penalty Per Violation Per Day</u> | <u>Period of Noncompliance</u> |
|--------------------------------------|--------------------------------|
| \$1,000 .....                        | 1st through 14th Day           |
| \$2,000 .....                        | 15th through 30th Day          |
| \$3,000 .....                        | 31st Day and beyond            |

37. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

38. Ruilova shall pay any stipulated penalty within 30 Days of receiving the United States' written demand. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

39. Stipulated penalties shall continue to accrue as provided in Paragraph 36, 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 EPA that is not appealed to the Court, Edison Ruilova shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.
- b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Edison Ruilova shall pay all accrued penalties determined by the Court to be owing, together with interest, within 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, Edison Ruilova shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

40. Ruilova shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 12 and with the confirmation notices required by Paragraph 13, 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.

41. If Ruilova fails to pay stipulated penalties according to the terms of this Consent Decree, he 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 the Ruilova's failure to pay any stipulated penalties.

42. The payment of penalties and interest, if any, shall not alter in any way Ruilova's obligation to complete the performance of the requirements of this Consent Decree.

43. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XIII (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to seek any other relief it deems appropriate for Ruilova's violation of this Decree or applicable law, including but not limited to an action against Edison Ruilova for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

#### **X. FORCE MAJEURE**

44. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Ruilova, of any entity controlled by Ruilova, or of Ruilova's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Ruilova's best efforts to fulfill the obligation. The requirement that Edison Ruilova 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 potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse

effects of the delay are minimized. “Force Majeure” does not include the financial inability of Ruilova or any entity controlled by him to perform any obligation under this Consent Decree.

45. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Ruilova shall provide notice orally or by email to EPA within 72 hours of when he first knew that the event might cause a delay. Within seven Days thereafter, he shall provide in writing to EPA 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; his rationale for attributing such delay to a force majeure event if he intends to assert such a claim; and a statement as to whether, in his opinion, such event may cause or contribute to an endangerment to public health, welfare or the environment. He 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 Ruilova 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. Ruilova shall be deemed to know of any circumstance of which he, any entity controlled by him, or his contractors or subcontractors knew or should have known.

46. If 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 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. EPA

will notify Edison Ruilova in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

47. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Ruilova in writing of its decision.

48. If Ruilova elects to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), he shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, he 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 he complied with the requirements of Paragraphs 44 and 45. If he carries this burden, the delay at issue shall be deemed not to be a violation by him of the affected obligation of this Consent Decree identified to EPA and the Court.

## **XI. DISPUTE RESOLUTION**

49. 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. Ruilova's failure to seek resolution of a dispute under this Section shall preclude him from raising any such issue as a defense to an action by the United States to enforce any obligation of his arising under this Decree.

50. 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 Ruilova sends the United States and EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations

shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 15 Days after the conclusion of the informal negotiation period, Ruilova invokes formal dispute resolution procedures as set forth below.

51. Formal Dispute Resolution. Edison Ruilova shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending the United States and EPA 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 his position and any supporting documentation relied upon by him.

52. The United States will send Edison Ruilova its Statement of Position within 45 Days of receipt of the Ruilova'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 is binding on Ruilova, unless he files a motion for judicial review of the dispute in accordance with the following Paragraph.

53. Judicial Dispute Resolution. Ruilova may seek judicial review of the dispute by filing with the Court and serving on the United States a motion requesting judicial resolution of the dispute. The motion (a) must be filed within ten Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 50, unless the United States raises a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of Ruilova's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and

(d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

54. The United States shall respond to Ruilova's motion within the time period allowed by the Local Rules of this Court. Ruilova may file a reply memorandum, to the extent permitted by the Local Rules.

55. Standard of Review

- a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 53 pertaining to the adequacy of measures to comply with the RRP Rule or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Ruilova shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.
- b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 53, Ruilova shall bear the burden of demonstrating that his position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

56. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Edison Ruilova 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 39. If Edison Ruilova does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section IX (Stipulated Penalties).

## **XII. INFORMATION COLLECTION AND RETENTION**

57. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any Covered Work Sites at which Edison Ruilova or

any Ruilova Renovation Firm is performing Renovations or where renovation records are kept, 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 and to the extent practicable, splits or duplicates of any samples taken by Ruilova or the Ruilova Renovation Firm or their representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Edison Ruilova's compliance with this Consent Decree.

To the extent that such right of entry to the Covered Work Site requires approval by the owner(s) of the Covered Work Site, Ruilova shall take all reasonable steps to obtain such approval prior to commencement of the Renovation.

58. Until three years after the termination of this Consent Decree, Ruilova shall retain, and shall instruct any entity he controls and his contractors, subcontractors, and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in his or his contractors', subcontractors', or agents' possession or control, or that come into his or his contractors', subcontractors', or agents' possession or control, and that relate in any manner to his performance of his obligations under 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, upon request by the United States, Ruilova shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

59. At the conclusion of the information-retention period provided in the preceding Paragraph, Ruilova shall notify the United States at least 90 days prior to the destruction of any



documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Ruilova shall deliver any such documents, records, or other information to EPA. Ruilova may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Ruilova asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Ruilova. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

60. Ruilova may also assert that information required to be provided under this Section is protected as TSCA-specific Confidential Business Information (“CBI”) under 15 U.S.C. § 2613 or as general CBI under 40 C.F.R. Part 2. As to any information that he seeks to protect as CBI, he shall follow the procedures set forth in the applicable statutory or regulatory provisions.

61. 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, nor does it limit or affect any duty or obligation of Ruilova or any Ruilova Renovation Firm to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

### **XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

62. This Consent Decree resolves the civil claims of the United States against Ruilova for the violations alleged in the Complaint filed in this action. For avoidance of doubt, this Consent Decree does not resolve the United States' claims against any other defendant to this litigation.

63. In addition, the United States agrees to voluntarily dismiss this action without prejudice against CISNE NY Construction, Inc., CISNE JE Construction, Inc., and CISNE Contracting, Inc., within 90 days of the Effective Date. However, the United States reserves the right to reinstate this action against CISNE NY Construction, Inc., CISNE JE Construction, Inc., or CISNE Contracting, Inc., if Ruilova fails to comply with Sections VI, VII, or VIII of this Consent Decree or if any of those entities are found to have violated the RRP Rule during the life of this Consent Decree. In the event this action is reinstated against those defendants, Ruilova agrees—to the extent he owns, controls, or operates those defendants at that time—not to raise any statute of limitations defense on behalf of those defendants except to the extent they were available when this action was filed.

64. 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 the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 62.

65. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Ruilova is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and the Ruilova'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 Ruilova's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 15 U.S.C. § 2601, *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

66. This Consent Decree does not limit or affect the rights of Ruilova or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Ruilova, except as otherwise provided by law.

67. 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.

68. Ruilova acknowledges that the United States has relied on: (1) the representations in Section V; and (2) the financial information provided by Ruilova to the United States identified in Exhibit D, in entering into the Consent Decree. Such representations and financial information are material to the United States' decision to agree to the terms contained herein. Accordingly, the United States reserves its right to seek additional relief (including payment of additional civil penalty) judicially or administratively with respect to the matters contained in the Complaint if representations or financial information are materially inaccurate or contain material omissions, notwithstanding Paragraph 62. Any such relief would be in addition to, and not in lieu of, Ruilova's agreements under this Consent Decree. Ruilova waives any statute of limitations defense that may otherwise apply to such additional relief. Ruilova reserves his defenses to such additional relief except the defense that Paragraph 62 bars such relief and except any statute of limitations defense.

#### **XIV. COSTS**

69. 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 the civil penalty or any stipulated penalties due but not paid by Ruilova.

#### **XV. NOTICES**

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

As to the DOJ by email:                    zachary.bannon@usdoj.gov  
   eescdcopy.enrd@usdoj.gov  
   Re: DJ # 90-5-2-1-12386

As to the DOJ by mail:                    Zachary Bannon, AUSA  
   U.S. Attorney's Office  
   86 Chambers St., 3rd Floor  
   New York, NY 10007  
   Tel.: (212) 637-2728

   EES Case Management Unit  
   Environment and Natural Resources Division  
   U.S. Department of Justice  
   P.O. Box 7611  
   Washington, D.C. 20044-7611  
   Re: DJ # 90-5-2-1-12386

As to EPA by email:                    taylor.karen@epa.gov  
   lareau.meghan@epa.gov

As to Ruilova:                                236 6<sup>th</sup> Street PO Box 598  
   Verplank, NY 10596  
   nestortemoche@yahoo.com

71. Any party to this Decree may, by written notice to the other parties, change its designated notice recipient or notice address provided above.

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

#### **XVI. EFFECTIVE DATE**

73. 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.

#### **XVII. RETENTION OF JURISDICTION**

74. 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 XI and XVIII, or effectuating or enforcing compliance with the terms of this Decree.

#### **XVIII. MODIFICATION**

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

76. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XI (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 55, the Party 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).

#### **XIX. TERMINATION**

77. After Ruilova has maintained continuous satisfactory compliance with this Consent Decree for a period of three years and has paid the civil penalty and any accrued stipulated

penalties as required by this Consent Decree, he may serve upon the United States a Request for Termination, stating that he has satisfied those requirements, together with all necessary supporting documentation.

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

79. If the United States does not agree that the Decree may be terminated, Ruilova may invoke Dispute Resolution under Section XI. However, Ruilova shall not seek Dispute Resolution of any dispute regarding termination until 30 Days after service of his Request for Termination.

## **XX. PUBLIC PARTICIPATION**

80. This Consent Decree shall be lodged with the Court for a period of not less than 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. Ruilova 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 Ruilova in writing that it no longer supports entry of the Decree.

## **XXI. SIGNATORIES/SERVICE**

81. Ruilova and the Deputy Section Chief, Environmental Enforcement Section, Environment and Natural Resources Division of the Department of Justice each 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.

82. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Ruilova 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. Ruilova need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

## **XXII. INTEGRATION**

83. Except as is provided in Paragraph 68, this Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the subject matter of the Decree herein.

## **XXIII. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION**

84. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Paragraphs 19-33, 57-61, is restitution, remediation, or required to come into compliance with law.

## **XXIV. FINAL JUDGMENT**

85. 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 Ruilova. The Court finds

that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

Dated and entered this \_\_\_ day of \_\_\_\_\_, 20\_\_

---

UNITED STATES DISTRICT JUDGE



FOR THE UNITED STATES OF AMERICA:

2/28/23

Dated

DAMIAN WILLIAMS  
United States Attorney for the  
Southern District of New York

By:

  
ZACHARY BANNON

Assistant United States Attorney  
86 Chambers Street, 3rd Floor  
New York, NY 10007  
Tel.: (212) 637-2728  
Fax: (212) 637-2786  
Email: zachary.bannon@usdoj.gov

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

\_\_\_\_\_  
Date:

PAUL SIMON

Digitally signed by PAUL  
SIMON  
Date: 2023.02.27 14:59:38  
-05'00'

\_\_\_\_\_  
Paul Simon  
Acting Regional Counsel  
U.S. Environmental Protection Agency, Region 2

FOR EDISON RUILOVA:

1/10/2023  
Date

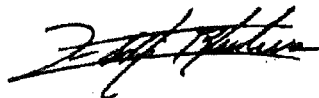
  
\_\_\_\_\_  
Edison Ruilova

Exhibit A – Civil Penalty Payment Schedule

|                      |                    | Principle w/o |          | Total Installment |            |
|----------------------|--------------------|---------------|----------|-------------------|------------|
| Deadline for payment |                    | interest      | Interest | Payment           | Unpaid Bal |
| 30                   | Days after entry   | 1,000.00      | 71.92    | 1,071.92          | 24,000.00  |
| 2                    | Months after entry | 1,000.00      | 70.88    | 1,070.88          | 23,000.00  |
| 3                    | Months after entry | 1,000.00      | 67.08    | 1,067.08          | 22,000.00  |
| 4                    | Months after entry | 1,000.00      | 64.17    | 1,064.17          | 21,000.00  |
| 5                    | Months after entry | 1,000.00      | 61.25    | 1,061.25          | 20,000.00  |
| 6                    | Months after entry | 1,000.00      | 58.33    | 1,058.33          | 19,000.00  |
| 7                    | Months after entry | 1,000.00      | 55.42    | 1,055.42          | 18,000.00  |
| 8                    | Months after entry | 1,000.00      | 52.50    | 1,052.50          | 17,000.00  |
| 9                    | Months after entry | 1,000.00      | 49.58    | 1,049.58          | 16,000.00  |
| 10                   | Months after entry | 1,000.00      | 46.67    | 1,046.67          | 15,000.00  |
| 11                   | Months after entry | 1,000.00      | 43.75    | 1,043.75          | 14,000.00  |
| 12                   | Months after entry | 1,000.00      | 40.83    | 1,040.83          | 13,000.00  |
| 13                   | Months after entry | 1,000.00      | 37.92    | 1,037.92          | 12,000.00  |
| 14                   | Months after entry | 1,000.00      | 35.00    | 1,035.00          | 11,000.00  |
| 15                   | Months after entry | 1,000.00      | 32.08    | 1,032.08          | 10,000.00  |
| 16                   | Months after entry | 1,000.00      | 29.17    | 1,029.17          | 9,000.00   |
| 17                   | Months after entry | 1,000.00      | 26.25    | 1,026.25          | 8,000.00   |
| 18                   | Months after entry | 1,000.00      | 23.33    | 1,023.33          | 7,000.00   |
| 19                   | Months after entry | 1,000.00      | 20.42    | 1,020.42          | 6,000.00   |
| 20                   | Months after entry | 1,000.00      | 17.50    | 1,017.50          | 5,000.00   |
| 21                   | Months after entry | 1,000.00      | 14.58    | 1,014.58          | 4,000.00   |
| 22                   | Months after entry | 1,000.00      | 11.67    | 1,011.67          | 3,000.00   |
| 23                   | Months after entry | 1,000.00      | 8.75     | 1,008.75          | 2,000.00   |
| 24                   | Months after entry | 1,000.00      | 5.83     | 1,005.83          | 1,000.00   |
| 25                   | Months after entry | 1,000.00      | 2.92     | 1,002.92          | 0.00       |

## Exhibit B

### CHECKLIST FOR RENOVATIONS REGULATED BY THE LEAD RENOVATION, REPAIR, AND PAINTING (RRP) RULE

## **CHECKLIST FOR RENOVATIONS REGULATED BY THE RRP RULE**

### **General Project Information:**

Property Address: \_\_\_\_\_  
City State Zip

Contractor/subcontractor firm name and certification number (copy of the firm certificate must be on file with the Defendants):

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Certification Number

Assigned certified renovator name & certification number (copy of training certificate must be available on the work site and attached to this checklist):

\_\_\_\_\_  
Renovator Name

\_\_\_\_\_  
Certification Number

Brief description of Renovation Project (include painted surfaces disturbed and estimated size):

Did the contractor/subcontractor obtain a written determination from a certified inspector or risk assessor that lead-based paint was not present on the components affected by the renovation?

☐ **Yes and a copy of the determination is attached to this checklist. (Form is COMPLETE. Sign Certification on last page.)**

☐ **No (Continue to Next Section, "Lead Testing Information")**

## NOTIFICATION CHECKLIST FOR RENOVATIONS REGULATED BY THE RRP RULE

### **LEAD TESTING INFORMATION:**

Were EPA or applicable state recognized lead test kits used by certified renovator on each and every component (for example, each window to be replaced must be tested unless it is assumed to have lead-based paint) to determine whether lead was present on components affected by renovation?

☐ Yes ☐ N/A

Identify workers and kits used and describe components tested, sampling locations and results below. Follow the lead test kit directions completely when testing components. Document paint chip sampling using the template on the following page and attach any laboratory results.

| Certified Renovator Name | Certification Number |
|--------------------------|----------------------|
|                          |                      |
|                          |                      |
|                          |                      |

*Attach additional sheets as needed.*

| Test Kit Manufacturer and Model | Date of Testing | Component and Location Tested | Result |
|---------------------------------|-----------------|-------------------------------|--------|
|                                 |                 |                               |        |
|                                 |                 |                               |        |
|                                 |                 |                               |        |
|                                 |                 |                               |        |
|                                 |                 |                               |        |

*Attach additional sheets as needed.*

***Note -- Each window to be replaced must be tested unless it is assumed to have lead-based paint***

**For each sample collected, fill out all of the following information:**

Sample Identifier: \_\_\_\_\_  
 Sample Collector Name: \_\_\_\_\_  
 Sampling Location: \_\_\_\_\_  
 Sampling site description: \_\_\_\_\_ Date of Collection: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Sample Dimensions (cm): \_\_\_\_\_ Calculate Sample Area (cm<sup>2</sup>): \_\_\_\_\_  
 \*NLLAP-recognized entity and location: \_\_\_\_\_  
 Submission date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Results: \_\_\_\_\_ Result Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attach additional sheets as necessary.

\*National Lead Laboratory Accreditation Program

## NOTIFICATION CHECKLIST FOR RENOVATIONS REGULATED BY THE RRP RULE

### General Information

Name of Property Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Contact #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
 Email: \_\_\_\_\_

### Renovation Information

Renovation Address: \_\_\_\_\_ Unit #: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
 Certified Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Contact #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
 Email: \_\_\_\_\_  
 Certified Renovator Name: \_\_\_\_\_  
 Date Certified \_\_\_\_/\_\_\_\_/\_\_\_\_

### For each sample collected, fill out all of the following information:

Sample Identifier: \_\_\_\_\_  
 Sample Collector Name: \_\_\_\_\_  
 Sampling Location: \_\_\_\_\_  
 Sampling site description: \_\_\_\_\_ Date of Collection: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Sample Dimensions (cm): \_\_\_\_\_ Calculate Sample Area (cm<sup>2</sup>): \_\_\_\_\_  
 \*NLLAP-recognized entity and location: \_\_\_\_\_  
 Submission date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Results: \_\_\_\_\_ Result Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attach additional sheets as necessary.

\*National Lead Laboratory Accreditation Program

Was lead-based paint determined to be present on the components affected by the renovation?

\_\_\_ **Yes** (Continue to Next Section, "Notification, Work Practices, and Recordkeeping").

\_\_\_ Presumed to be present on the components affected by the renovation (Continue to Next Section, "Notification, Work Practices, and Recordkeeping").

\_\_\_ **No** (Form is **COMPLETE**, sign Certification on last page.)

**CHECKLIST FOR RENOVATIONS  
REGULATED BY THE RRP RULE**

**NOTIFICATION, WORK PRACTICES, AND RECORDKEEPING:**

(40 C.F.R. Parts §§ 745.84-745.86 or applicable state program)

Please acknowledge one of the following:

☐ Signed and dated acknowledgments of receipt of the Renovate Right pamphlet from, as applicable: owners and, if not owner-occupied, adult occupants of dwelling units, owners of multi-unit housing for renovations in common areas; and owners and adult representatives of child-occupied facilities are attached to this checklist;

**OR**

☐ Certificates of mailing of the Renovate Right pamphlet to the following, as applicable: owners and, if not owner-occupied, adult occupants of dwelling units; owners of multi-unit housing for renovations in common areas; and owners and adult representatives of child-occupied facilities are attached to this checklist.

**OR**

☐ Certificates of attempted delivery of the Renovate Right pamphlet to adult occupants of dwelling units or adult representatives of child-occupied facilities are attached to this checklist.

Comments on pamphlet delivery (*i.e.*, obstacles encountered and how they were addressed):

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If the Renovation Project involved a common area of a multi-unit building, was a signed statement describing the steps performed to notify all occupants of multi-unit housing of the renovation activities, to provide the Renovate Right pamphlet to all occupants, and to inform of any changes to the renovation activities, obtained and attached?

\_\_\_ Yes      \_\_\_ N/A

If the Renovation Project was performed in a child-occupied facility, was a signed statement describing the steps performed to notify all parents and guardians of children using child-occupied facilities of the renovation activities, to provide the Renovate Right pamphlet, and to provide a copy of the records showing compliance with the RRP Rule and any dust clearance sampling reports obtained and attached?

\_\_\_ Yes      \_\_\_ N/A

Name(s) of dust sampling technician, inspector, or risk assessor, if used (attach copies of their certification to this checklist):

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## CHECKLIST FOR RENOVATIONS REGULATED BY THE RRP RULE

### **NOTIFICATION, WORK PRACTICES, AND RECORDKEEPING: continued**

If applicable, certified renovator provided training to workers on (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Posting warning signs   | <input type="checkbox"/> Setting up plastic containment barriers   |
| <input type="checkbox"/> Maintaining containment | <input type="checkbox"/> Avoiding spread of dust to adjacent areas |
| <input type="checkbox"/> Waste handling          | <input type="checkbox"/> Post-renovation cleaning                  |

List Names of workers trained (attach a copy of any records documenting which elements were taught to each worker):

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Renovator posted signs defining work area to keep others out of renovation work area. Warning signs were posted at entrance to work area.

\_\_\_ Yes      \_\_\_ N/A

Work area contained to prevent spread of dust and debris? (Check all that apply)

(INTERIOR)

- ☐ All objects in the work area were removed or covered (interiors).
- ☐ HVAC ducts in the work area were closed and covered (interiors).
- ☐ Windows and doors in the work area were closed and sealed (interiors).
- ☐ Floor surfaces covered by plastic extending 6 feet from work area (interiors).
- ☐ Doors in the work area were closed and sealed (interiors).
- ☐ Doors that must be used in the work area were covered to allow passage but prevent spread of dust (interiors).
- ☐ Floors in the work area were covered with taped-down plastic (interiors).

(EXTERIOR)

- ☐ Windows in and within 20 feet of the work area were closed (exteriors).
- ☐ Doors in and within 20 feet of the work area were closed and sealed (exteriors).
- ☐ Ground was covered by plastic extending 10 feet from work area - plastic anchored to building and weighed down by heavy objects (exteriors).
- ☐ If necessary, vertical containment was installed if property line prevents 10 feet of plastic ground cover, or if necessary to prevent migration of dust and debris to adjacent property (exteriors).



**CHECKLIST FOR RENOVATIONS  
REGULATED BY THE RRP RULE**

**NOTIFICATION, WORK PRACTICES, AND RECORDKEEPING: continued**

**Please acknowledge the following if applicable:**

None of the prohibited and restricted work practices was employed.

\_\_\_ Yes      \_\_\_ N/A

Waste was contained on-site and while being transported off-site.

\_\_\_ Yes      \_\_\_ N/A

Work site was properly cleaned after renovation:

\_\_\_ Yes      \_\_\_ N/A

- ☐ All chips and debris were picked up, protective sheeting misted, folded dirty side inward, and taped for removal;
- ☐ Plastic sheeting misted, folded dirty side inward, and taped for removal; and
- ☐ Work area surfaces, walls, and objects were cleaned using HEPA vacuum and/or wet-cloths or mops (interiors).

Certified renovator performed post-renovation cleaning verification. Describe results, including the number of wet and dry cloths used:

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**OR**

If dust clearance testing was performed instead of cleaning verification, the sample results were below clearance standards and a copy of the report was provided to property owners and, if not owner-occupied, adult occupants of residential dwellings or adult representatives of child-occupied facilities and posted in common areas of any multi-unit housing. A copy of the results is attached to this checklist.

\_\_\_ Yes      \_\_\_ N/A

If the renovation is an emergency renovation under the RRP Rule, describe the nature of the emergency and document the provisions of the RRP Rule that were not followed:

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**CHECKLIST FOR RENOVATIONS  
REGULATED BY THE RRP RULE**

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION**

*I, the undersigned contractor/subcontractor, certify under penalty of law that the above information is true and complete, and do hereby certify that I have complied with all requirements of the Lead Renovation, Repair, and Painting Rule (“RRP Rule”), 40 C.F.R. § 745.80, et seq., and/or any applicable state laws or program regulating lead-based paint safe work practices, including compliance with all information distribution, notice requirements and work practice standards in performing this Renovation Project. I certify that I have provided the occupants (if any) of the Property to be Renovated, with all documentation required to be supplied under the RRP Rule and/or state program, shall retain all records required by law for at least 3 years or longer if required by state law, and shall provide copies to EPA of all the records required to be retained by the RRP Rule or applicable state program upon request. I have provided the Defendants with a completed copy of this Renovation Recordkeeping Checklist and all associated documentation to support its contents.*

\_\_\_\_\_  
Contractor/subcontractor Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Officer

\_\_\_\_\_  
Title

## Exhibit C

### NOTIFICATION CHECKLIST FOR RENOVATIONS REGULATED BY THE LEAD RENOVATION, REPAIR, AND PAINTING (RRP) RULE

**NOTIFICATION CHECKLIST FOR RENOVATIONS  
REGULATED BY THE RRP RULE**

**THE PURPOSE OF THIS FORM IS TO NOTIFY THE U.S. ENVIRONMENTAL PROTECTION AGENCY OF RENOVATION WORK IMPLICATING THE LEAD RENOVATION, REPAIR, AND PAINTING RULE ("RRP RULE"), 40 C.F.R. § 745.80, *et seq.*, OR ANY APPLICABLE U.S. EPA-AUTHORIZED PROGRAM REGULATING LEAD-BASED PAINT SAFE WORK PRACTICES.**

**Project Information:**

Property Address: \_\_\_\_\_  
City State Zip

Scheduled Dates of Work: \_\_\_\_\_

Areas to Be Renovated (e.g. apartment number(s), common area(s), exterior): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Character of the Worksite (e.g., single-family home, multi-family apartment building): \_\_\_\_\_  
\_\_\_\_\_

Will the Worksite Be Occupied During Renovation? ☐ YES ☐ NO

Do Children Reside at or Frequent the Property When Occupied? ☐ YES ☐ NO

If Yes, Age of Children: \_\_\_\_\_

Brief description of Renovation Project (include painted surfaces disturbed and estimated size): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTIFICATION CHECKLIST FOR RENOVATIONS  
REGULATED BY THE RRP RULE**

**Participant Information:**

*(Sub-) Contractors<sup>†</sup>* (Provide for each contractor/sub-contractor working on the Worksite)

- (Sub-)Contractor #1: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address Telephone #
- (Sub-)Contractor #2: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address Telephone #
- (Sub-)Contractor #3: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address Telephone #
- (Sub-)Contractor #4: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address Telephone #

*Certified Renovator<sup>\*</sup>:* \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address Telephone #

*Compliance Officer:* \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address Telephone #

*Property Owner/Agent:* \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address Telephone #

<sup>†</sup> For each subcontractor on the Worksite, provide a copy of that subcontractor's EPA Firm certificate.

<sup>\*</sup>For each Certified Renovator assigned to the Worksite, provide a copy of that individual's EPA Renovator certificate.

## NOTIFICATION CHECKLIST FOR RENOVATIONS REGULATED BY THE RRP RULE

### **LEAD TESTING INFORMATION:**

Were EPA or applicable state recognized lead test kits used by certified renovator on each and every component (for example, each window to be replaced must be tested unless it is assumed to have lead-based paint) to determine whether lead was present on components affected by renovation?

☐ Yes      ☐ N/A

Identify workers and kits used and describe components tested, sampling locations and results below. Follow the lead test kit directions completely when testing components. Document paint chip sampling using the template on the following page and attach any laboratory results.

| Certified Renovator Name | Certification Number |
|--------------------------|----------------------|
|                          |                      |
|                          |                      |
|                          |                      |

*Attach additional sheets as needed.*

| Test Kit Manufacturer and Model | Date of Testing | Component and Location Tested | Result |
|---------------------------------|-----------------|-------------------------------|--------|
|                                 |                 |                               |        |
|                                 |                 |                               |        |
|                                 |                 |                               |        |
|                                 |                 |                               |        |
|                                 |                 |                               |        |

*Attach additional sheets as needed.*

***Note -- Each window to be replaced must be tested unless it is assumed to have lead-based paint***

**For each sample collected, fill out all of the following information:**

Sample Identifier: \_\_\_\_\_  
Sample Collector Name: \_\_\_\_\_  
Sampling Location: \_\_\_\_\_  
Sampling site description: \_\_\_\_\_ Date of Collection: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Sample Dimensions (cm): \_\_\_\_\_ Calculate Sample Area (cm<sup>2</sup>): \_\_\_\_\_  
\*NLLAP-recognized entity and location: \_\_\_\_\_  
Submission date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Results: \_\_\_\_\_ Result Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attach additional sheets as necessary.

\*National Lead Laboratory Accreditation Program

**NOTIFICATION CHECKLIST FOR RENOVATIONS  
REGULATED BY THE RRP RULE**

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION**

*I, the undersigned contractor/subcontractor, certify under penalty of law that the above information is true and complete, and do hereby certify that I will comply with all requirements of the Lead Renovation, Repair, and Painting Rule ("RRP Rule"), 40 C.F.R. § 745.80, et seq., and/or any applicable state laws or program regulating lead-based paint safe work practices, including compliance with all information distribution, notice requirements and work practice standards in performing this Renovation Project. I certify that I have provided or will provide the occupants (if any) of the Property to be Renovated, with all documentation required to be supplied under the RRP Rule and/or state program, shall retain all records required by law for at least 3 years or longer if required by state law, and shall provide copies to EPA of all the records required to be retained by the RRP Rule or applicable state program upon request. In the event of a Renovation-related change or modification to the above information, I will promptly provide EPA with updated information.*

\_\_\_\_\_  
Contractor/subcontractor Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Officer

\_\_\_\_\_  
Title

**Exhibit D – Ability-to-Pay Documentation**

*In determining Edison Ruilova's ability to pay a civil penalty, the United States of America relied upon the following documentation provided by Edison Ruilova:*

- CISNE NY Construction, Inc.'s Form 1120 U.S. Corporation Income Tax Return for Tax Year 2018.
- CISNE Contracting, Inc.'s Form 1120 U.S. Corporation Income Tax Returns for Tax Years 2018-2020.
- Edison Ruilova's Form 1040 U.S. Individual Income Tax Returns for Tax Years 2019-2021.
- The United States Department of Justice's *Financial Statement for Business* completed by CISNE Contracting, Inc. on March 24, 2022.
- The United States Department of Justice's *Financial Disclosure Statement to Be Completed By Individual Defendant* completed by Edison Ruilova on March 23, 2022.