

FILED

27 MAY 25 AM 09:12

REGIONAL HEARING CLERK
EPA REGION 6

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

In the Matter of	§	
	§	
Save 1900 Realty LLC,	§	Docket No. TSCA-06-2025-6177
	§	
	§	
Respondent.	§	

CONSENT AGREEMENT AND FINAL ORDER

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act ("TSCA" or the "Act"), 15 U.S.C. § 2615(a), and Sections 22.13, 22.18, and 22.34 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules"), as codified at 40 C.F.R. Part 22.

2. Complainant is the United States Environmental Protection Agency, Region 6 ("EPA"). On EPA's behalf, the Director of the Enforcement and Compliance Assurance Division, EPA Region 6, has been delegated the authority to settle civil administrative penalty and compliance proceedings under Section 16(a) of the Act, 15 U.S.C. § 2615(a).

3. Save 1900 Realty, LLC ("Save 1900" or "Respondent") is a limited liability company doing business in the State of Texas. Respondent is a "person" as defined in 40 C.F.R. § 745.83.

4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this Consent Agreement along with the corresponding Final Order hereinafter known together as the "CAFO" without the adjudication of any issues of law or fact herein.

5. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

B. JURISDICTION

6. This CAFO is entered into under Section 16(a) of the Act, as amended, 15 U.S.C. § 2615(a), and the Consolidated Rules, 40 C.F.R. Part 22.

7. This CAFO serves as notice that EPA has reason to believe that Respondent has violated Section 409 of TSCA, 15 U.S.C. § 2689, by failing to comply with the regulatory requirements of 40 C.F.R. Part 745, Subpart E.

8. The Regional Judicial Officer is authorized to ratify this CAFO which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b).

9. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

C. STATUTORY AND REGULATORY BACKGROUND

10. TSCA was amended with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), 42 U.S.C. §§ 4851 to 4856, with the addition of Title IV – *Lead Exposure Reduction*, Section 401 to 412 of TSCA, 15 U.S.C. §§ 2681 to 2692. One of the stated purposes of the Act is to implement a broad program to reduce lead-based paint hazards in the Nation's housing stock. 42 U.S.C. § 4851.

11. Pursuant to Sections 402, 406, and 407 of TSCA, 15 U.S.C. §§ 2682, 2686, and 2687, the EPA promulgated the Lead, Renovation, Repair and Painting (RRP) Rule at 40 C.F.R. Part 745, Subpart E - Residential Property Renovation, to ensure that owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin; and individuals and firms performing renovations are certified and following work practice standards during the renovations. 40 C.F.R. § 745.80.

12. 40 C.F.R. Part 745, Subpart E, Residential Property Renovation, imposes certain requirements on all renovations performed for compensation in target housing and child-occupied facilities, unless otherwise excluded as set forth in 40 C.F.R. § 745.82.

13. Pursuant to 40 C.F.R. § 745.87(a) failure or refusal to comply with any provision of 40 C.F.R. Part 745, Subpart E, is a violation of Section 409 of TSCA, 15 U.S.C. § 2689. Section 409 of TSCA, 15 U.S.C. § 2689, provides that it shall be unlawful for any person to fail to comply with, inter alia, any provision of 40 C.F.R. Part 745, Subpart E.

14. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes a civil penalty of not more than \$37,500 for each violation of Section 409 of TSCA, 15 U.S.C. § 2689. Each day that such a violation continues constitutes a separate violation of Section 409. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, and its implementing regulations at 40 C.F.R. Part 19, increased the statutory maximum penalty to \$48,512 for violations that occurred after November 2, 2015, and for which penalties are assessed on or after December 27, 2023.

Definitions

15. The regulation at 40 C.F.R. § 745.83 defines “person” as any natural or judicial person including any individual, corporation, partnership, or association; any Indian Tribe, State,

or political subdivision thereof; any interstate body; and any department, agency, or instrumentality of the Federal Government.

16. The term “renovation” is defined at 40 C.F.R. § 745.83, as the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as defined by 40 C.F.R. § 745.223. The term renovation includes, but is not limited to, the removal, modification, or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); the removal of building components (e.g., walls, ceilings, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planning thresholds to install weather stripping); and interim controls that disturb painted surfaces.

17. The term “target housing” is defined at Section 401(17) of TSCA, 15 U.S.C. § 2681(17), as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities or any zero-bedroom dwelling (unless any child who is less than six years of age resides or is expected to reside in such housing).

18. The term “firm” is defined at 40 C.F.R. § 745.83, as 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 nonprofit organization.

D. FINDINGS OF FACT AND CONCLUSIONS OF LAW

19. Respondent is, and at all times referred to herein was, a “person” as defined by 40 C.F.R. § 745.83.

20. Respondent is, and at all times referred to herein was, a “firm” as defined by 40 C.F.R. § 745.83.

21. Pursuant to Section 11 of TSCA, 15 U.S.C. § 2610, EPA reviewed the television show “Restoring Galveston” where the Respondent conducted multiple residential renovations and construction projects. On December 14, 2023, the EPA sent an information request letter (“IRL”) to Respondent to determine its compliance with the RRP rule. Respondent sent a response to the IRL on January 26, 2024, indicating that the firm did not conduct renovations on homes that were subject to the RRP rule (the “Inspection”).

22. At the time of the EPA inspection, and at all times referred to herein, Respondent was engaged in “renovations” as defined by 40 C.F.R. § 745.83.

23. At the time of the EPA inspection, and at all times referred to herein, Respondent performed “renovations... for compensation” per 40 C.F.R. § 745.82(a) at seven properties (the “Properties”) that were “target housing” as defined by Section 401(17) of TSCA, 15 U.S.C. § 2681(17).

24. On March 1, 2024, EPA issued to Respondent a Notice letter, providing notice to Respondent that EPA found Respondent committed the alleged violations described in Section E of this CAFO and providing Respondent an opportunity to confer with EPA. On March 11, 2024, representatives of Respondent and EPA conferred regarding the areas of concerns set forth in the Notice Letter.

E. ALLEGED VIOLATIONS

25. The facts stated in the EPA Findings of Fact and Conclusions of Law above are herein incorporated.

26. Complainant hereby states and alleges that Respondent has violated TSCA and federal regulations promulgated thereunder, as stated below.

Count 1

27. With certain exceptions not relevant here, 40 C.F.R. § 745.81(a)(2)(ii) prohibits firms from performing, offering, or claiming to perform renovations without certification from EPA under 40 C.F.R. § 745.89 in target housing or child-occupied facilities. Pursuant to 40 C.F.R. § 745.89(b)(1)(iii), a firm must be re-certified by EPA every 5 years and must not perform renovations if the firm fails to obtain recertification before the firm's current certification expires.

28. Respondent had not applied to the EPA nor obtained certification pursuant to 40 C.F.R. § 745.89(a)(1) from the EPA prior to performing the renovations at the Properties.

29. Respondent's failure to obtain firm certification when continuing to perform renovations after the initial firm certification expired is a violation of 40 C.F.R. § 745.81(a)(2)(ii) and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 2 - 8

30. Pursuant to 40 C.F.R. § 745.89(d)(2), firms performing renovations must ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

31. Respondent failed to assign a certified renovator to each of the home renovations performed by the firm at the seven (7) Properties.

32. Respondent's failure to assign a certified renovator to each of the renovations at the Properties are violations of 40 C.F.R. § 745.89(d)(2) and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 9-15

33. Pursuant to 40 C.F.R. § 745.89(d)(3), firms must ensure that all renovations performed by the firm are performed in accordance with the work practice standards in 40 C.F.R. § 745.85.

34. Respondent failed to ensure that the renovations performed at each of the (7) seven Properties were performed in accordance with the work practice standards in 40 C.F.R. § 745.85.

35. Respondent's failure to ensure that each of the renovations performed at the Properties were performed in accordance with the work practice standards in 40 C.F.R. § 745.85 are violations of 40 C.F.R. § 745.89(d)(3) and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 16-22

36. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations must retain, and, if requested, make available to EPA all records necessary to demonstrate compliance with the RRP Rule for a period of 3 years following completion of the renovation.

37. Pursuant to 40 C.F.R. § 745.86(b)(6), one of the records that must be retained for inspection is documentation of compliance with the requirements of 40 C.F.R. § 745.85, including documentation that a certified renovator was assigned to the project, that the certified renovator provided on-the-job training for all workers used on the project, that the certified renovator performed or directed workers who performed all of the tasks described in

40 C.F.R. § 745.85(a), and that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).

38. Respondent failed to prepare and retain records documenting compliance with the requirements of 40 C.F.R. § 745.85 as required by 40 C.F.R. §§ 745.86(a) and 745.86(b)(6) for each of the renovations performed at the (7) seven Properties.

39. Respondent's failure to prepare and retain records documenting compliance with the requirements of 40 C.F.R. § 745.85 for each of the renovations at the (7) seven Properties are violations of 40 C.F.R. § 745.86(a) and 745.86(b)(6) and Section 409 of TSCA, 15 U.S.C. § 2689.

F. CONSENT AGREEMENT AND CIVIL PENALTY

General

40. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2),

Respondent:

- a. admits the jurisdictional allegations set forth herein;
- b. neither admits nor denies the specific factual allegations stated herein;
- c. consents to the assessment of a civil penalty, as stated herein;
- d. consents to the issuance of any specified compliance or corrective action

order;

- e. consents to any conditions specified herein;
- f. consents to any stated Permit Action;
- g. waives any right to contest the allegations set forth herein; and
- h. waives its rights to appeal the Final Order accompanying this CAFO.

41. By signing this CAFO, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying this CAFO.

42. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty specified herein.

43. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

Penalty Assessment and Collection

44. Upon consideration of the entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the size of the business, the effect of Respondent's ability to continue business, the gravity of the violations, and other factors as justice may require, EPA has assessed a civil penalty in the amount of two hundred seventy-two thousand, and five hundred dollars \$272,500 (the "EPA Penalty"). The EPA Penalty has been determined in accordance with Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and at no time exceeded EPA's statutory authority.

45. Pursuant to Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), the EPA agrees to remit two hundred thirty thousand dollars (\$230,000) dollars of the civil penalty, for the alleged violations here, conditioned upon Respondents' compliance with all the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order below, to EPA's satisfaction.

46. EPA and Respondent Conditions set forth in Section G of this Consent Agreement and Final Order, Respondent shall pay a civil penalty of forty-two thousand, five hundred dollars (\$42,500) as set forth below.

47. Respondent agrees to pay the EPA Penalty within thirty (30) calendar days of the Effective Date of this CAFO. Respondent shall pay the EPA Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

48. When making a payment, Respondent shall:

a. Identify every payment with Respondent's name and the docket number of this Order, Docket No. TSCA-06-2025-6177. The payment shall also be accompanied by a transmittal letter that shall reference Respondent's name and address, the case name, and docket number TSCA-06-2025-6177. Respondent's adherence to this request will ensure proper credit is given when penalties are received for Region 6.

b. Concurrently with any payment, email the transmittal letter and proof of payment to the following email addresses:

Stan Lancaster
U.S. EPA Region 6
lancaster.stan@epa.gov

And

Region 6 Hearing Clerk
U.S. EPA Region 6
Vaughn.Lorena@epa.gov

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due.

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

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

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

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

50. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the EPA Penalty per this CAFO, EPA may take additional actions. Such actions may take include, but are not limited to, the following.:

a. refer the debt to a credit reporting agency, a collection agency, or request that the Attorney General bring civil action in the appropriate United States District Court (in which the validity, amount, and appropriateness of the EPA Penalty and of this CAFO shall not be subject to review) to recover the full remaining balance, which may include the original penalty, enforcement and collection expenses, nonpayment penalty and interest, 15 U.S.C. § 2615(a) and 40 C.F.R. §§ 13.13 and 13.14;

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

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

G. CONDITIONS OF SETTLEMENT

Respondent and EPA have also agreed, in compromise of the civil penalty that otherwise may be imposed herein, to the following conditions of settlement:

51. Respondent shall, within 60 days of the effective date of this CAFO, post on its public website, currently Save1900realty.com, or an equivalent successor website a copy of its firm certification or the EPA certified logo.

52. Website Project Video: (a) Within ninety (90) days from the effective date of this CAFO, Respondent shall create a thirty (30) – sixty (60) second public service announcement (PSA) video to be shared on Respondent's social media websites. The PSA video shall include information specifically addressing lead-based renovations for residential properties and compliance with the TSCA Renovation, Repair and Painting Rules at 40 C.F.R. Part 745. The PSA will be submitted to EPA Region 6 staff, Stan Lancaster (Lancaster.stan@epa.gov) for approval before airing. (b) The PSA will be shared on Michael Cordray's personal website (mentioned above) and social media accounts (Facebook, Instagram and 'X'/or Twitter within 30 days after completion of the PSA. A total of twelve (12) social media shares shall be made to each of the 3 accounts listed above (four per social media account). The posts shall be over a period of one year and occur no less than 90 days from one another. Each post must include either the full PSA video or a link to access the video on Michael Cordray's website. The PSA video shall be posted to Michael Cordray's website within 90 days and social media accounts quarterly lasting no less than one year from the effective date of the Consent Agreement and Final Order. (c) The Respondent agrees to share use and access of the PSA with EPA for informational training purposes.

53. Episodes of Restoring Galveston: The Respondent has agreed to air two (2) episodes of Restoring Galveston that will incorporate elements of the EPA's Renovation, Repair and Painting Rule pursuant to TSCA Lead Based Paint requirements. The RRP compliance information to be highlighted in these episodes includes the following: Michael Cordray asks the homeowner when the home was built, if the home was built prior to 1978, Michael Cordray will explain to the homeowner(s) that they either will assume lead paint is present and comply with lead-safe work practices or test for the home for lead paint and determine if lead-safe work practices will be necessary. Michael Cordray will be shown conducting an EPA-approved lead test on the home before renovations commence. During the reveal segment of the program, Michael tells the homeowner that because lead paint is assumed present, they had to comply with federal lead paint requirements for home renovations. See 40 C.F.R. Part 745, Subpart E ("RRP Rule").

54. As part of negotiating this settlement agreement, Respondent provided EPA with previews of these episodes on November 06, 2024. Respondent shall provide notice to EPA as to which Season 6 episodes contain information about lead-based paint. Such notices shall be sent by email to: lancaster.stan@epa.gov and mcdonald.ashley@epa.gov.

Additional Terms of Settlement

55. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors and assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CAFO.

56. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the company, or changes pertaining to its ownership and/or management of the company, will not in any way alter Respondent's obligations and responsibilities under this CAFO.

57. By signing this CAFO, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information. See 40 C.F.R. Part 2, Subpart B (Confidentiality of Business Information).

58. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

59. By signing this CAFO, Respondent certifies that it is presently in compliance with all requirements of TSCA and its implementing regulations.

60. By signing this CAFO, the undersigned representative of Respondent certifies that it is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party it represents to this CAFO.

61. Respondent and EPA agree to the use of electronic signatures for this matter. EPA and Respondent consent to service of a final order by email at the following valid email addresses: mcdonald.ashley@epa.gov (for EPA) and michael@save1900realty.com (for Respondent).

62. Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

63. 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 Section G (Conditions of Settlement) is restitution, remediation, or required to come into compliance with the law.

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

a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;

b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;

c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at Chalifoux.jessica@epa.gov, on or before the date that Respondent's penalty is due, pursuant to Section F (Penalty Assessment and Collection) of this Order, or within seven (7) days should the Order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence; and

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

H. EFFECT OF CONSENT AGREEMENT AND RESERVATION OF RIGHTS

65. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in Sections D and E above. Complainant reserves the right to take any enforcement action with respect to any other violations of TSCA or any other applicable law.

66. The terms, conditions and requirements of this CAFO may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Judicial Officer.

67. Penalties paid pursuant to this CAFO shall not be deductible for purposes of Federal, State, and local taxes.

68. Any violation of the included Final Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 15(a) of the Act, 15 U.S.C. § 2615(a) and adjusted for inflation pursuant to 40 C.F.R. Part 19, as well as criminal sanctions as provided in Section 15(a) of the Act, 15 U.S.C. § 2615(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

69. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit. EPA does not, by its consent to the entry of this CAFO, warrant or aver in any manner that Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of TSCA, 15 U.S.C. § 2601 *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits.

70. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

71. If and to the extent EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA, EPA reserves any and all of its legal and equitable rights.

I. EFFECTIVE DATE

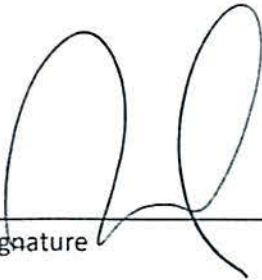
72. Respondent and Complainant agree to the issuance of the included Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

The foregoing Consent Agreement In the Matter of Save 1900 Realty, LLC , Docket No. TSCA-06-2025-6177, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

SAVE 1900 REALTY, LLC

Date: 5/15/25


Signature

MICHAEL CORDRAY
Print Name

MANAGING MEMBER
Title

FOR COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: May 22, 2025


Digitally signed by
Seager, Cheryl
Date: 2025.05.22
08:17:08 -05'00'

Cheryl T. Seager
Director
Enforcement and
Compliance Assurance Division
U.S. EPA, Region 6

FINAL ORDER

Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Save 1900 Realty, LLC is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondents' (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action.

IT IS SO ORDERED.

Dated _____

**Rucki,
Thomas** Digitally signed
by Rucki, Thomas
Date: 2025.05.27
08:28:16 -04'00'

Thomas Rucki
Regional Judicial Officer, Region 6

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was filed with me, the Regional Hearing Clerk, U.S. EPA - Region 6, 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that I sent a true and correct copy on this day in the following manner to the email addresses:

Copy via Email to Complainant:

mcdonald.ashley@epa.gov

Copy via Email to Respondent:

michael@save1900realty.com

Attn: Michael Cordray
Save 1900 Realty, LLC
1801 Mechanic Street
Galveston, Texas 77550


Regional Hearing Clerk
U.S. EPA, Region 6