

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 2

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In the Matter of : **CONSENT AGREEMENT AND**
:
Smash Bros Renovation Corp, : **FINAL ORDER**
:
Respondent. :
:
Proceeding under Section 16(a) of : **Docket No. TSCA-02-2026-9274**
the Toxic Substances Control Act :
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This administrative proceeding for the assessment of a civil penalty is instituted pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), as amended ("TSCA" or "the Act"), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits, set out at 40 Code of Federal Regulations ("C.F.R.") Part 22. Pursuant to 40 C.F.R. § 22.13(b), where the parties agree to settlement of one or more causes of action before the filing of an administrative complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes the Administrator of the EPA to enforce against persons who violate TSCA and its implementing regulations. That provision provides, in relevant part, that "[a]ny person who violates a provision of section 2614 or 2689 of this title [Sections 15 and 49 of TSCA, 15 U.S.C. §§ 2614 and 2689, respectively] shall be liable to the United States for a civil penalty... ." Complainant in this proceeding, the Director of the Enforcement & Compliance Assurance Division ("Complainant") of the EPA, Region 2, has been delegated the authority to prosecute this proceeding.

Complainant and Respondent agree that settling this matter by entering into this Consent Agreement and Final Order ("CAFO"), pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and 22.18(b)(3), is an appropriate means of resolving this matter without further litigation. No findings of fact or conclusions of law have been made in or by an administrative or judicial tribunal.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is Smash Bros Renovation Corp ("Smash Bros" or "Respondent").
2. Smash Bros is incorporated in the State of New York with its primary place of business located at 5618 3rd Ave., Brooklyn, NY 11220.

3. Respondent, at all times relevant herein, is and was a “person” as that term is defined at 40 C.F.R. § 745.223.

4. Smash Bros is a firm that engages (and has engaged at all relevant times) in the abatement of lead-based paint and is subject to the regulations and requirements pertaining to lead-based paint activities promulgated pursuant to Section 402 of TSCA, 15 U.S.C. § 2682, and set forth at 40 C.F.R. Part 745, Subpart L (“Abatement Rule”).

5. At all relevant times in this matter, Smash Bros held an EPA-issued certification to conduct lead-based paint activities, Certification No. LBP-F214241, which was granted on 3/23/2020 and expired on 4/06/2023. Smash Bros currently holds an EPA-issued certification to conduct lead-based paint activities, Certification No. LBP-F260467-1, which was granted on 2/29/2024 and will expire on 3/14/2027.

6. On or about May 31, 2022, the EPA sought information from the New York City Department of Health and Mental Hygiene (hereinafter “DOH”) regarding notifications for commencement of lead abatement/remediation filed with DOH identifying Smash Bros as the entity conducting lead-based paint abatement activities.

7. On or about June 2, 2022, in response to the EPA’s request, DOH shared information on fourteen (14) residential property addresses at which Smash Bros conducted lead-based paint abatement activities in residential units in which children under the age of 6 years old were determined to have elevated blood lead levels (EBLLs).

8. Between July 7, 2022, and February 23, 2023, DOH provided the EPA with additional information on inspections conducted at the fourteen (14) addresses and identified an additional 7 addresses at which Respondent conducted lead-based paint abatement activities.

9. On December 8, 2022, the EPA issued an Information Request Letter (“IRL”) to Respondent seeking information on the lead abatement activities it conducted at the fourteen (14) property addresses in connection with an EBLL finding.

10. On June 1, 2023, Respondent began responding to the IRL. In its first response, Smash Bros provided information about the location of one additional abatement it performed at a residence in Queens, NY.

11. Based on the information received and reviewed, the EPA determined Smash Bros conducted lead-based abatement activities at the following twenty-two (22) New York City residences between December 13, 2020, and March 10, 2023:

Project #	Address	Start Date	End Date	Year Built
1	18 Jacobus Place, Bronx, NY	2/23/2021	3/5/2021	1945
2	88-11 180 th Street, Queens, NY	5/17/2022	5/18/2022	1930
3	94-29 110 th Street, Queens, NY	3/9/2022	3/16/2022	1930
4	373 Westervelt Avenue, Staten Island, NY	2/7/2022	2/14/2022	1899
5	454 East 160 th Street, Bronx, NY	12/16/2021	12/24/2021	1929
6	454 East 160 th Street, Bronx, NY	1/17/2022	1/28/2022	1929
7	730 Rogers Avenue, Brooklyn, NY	7/22/2021	7/23/2021	1951
8	1116 Avenue H, Brooklyn, NY	3/14/2022	3/21/2022	1926
9	1469 Jesup Avenue, Bronx, NY	12/13/2020	12/14/2020	1926
10	2015 Gleason Avenue, Bronx, NY	3/24/2022	3/31/2022	1926
11	2155 Grand Avenue, Bronx, NY	7/26/2021	8/6/2021	1922
12	2528 Cruger Avenue, Bronx, NY	3/30/2022	4/5/2022	1928
13	93-16 215 th Street, Queens, NY	11/23/2021	11/30/2021	1920
14	1050 Ward Avenue, Bronx, NY	5/16/2022	5/20/2022	1915
15	114-26 167 th Street, Queens, NY	7/5/2022	7/10/2022	1920
16	760 Rogers Avenue, 1L, Brooklyn, NY	8/2/2022	8/12/2022	1951
17	244 Jackson Street, #1, Brooklyn, NY	8/4/2022	8/10/2022	1910
18	4409 Mundy Lane, #2, Bronx, NY	8/17/2022	8/19/2022	1930
19	2654 Valentine Avenue, Apt. 20, Bronx, NY	12/20/2022	1/5/2023	1916
20	317 E. 187 th Street, Apt. 3F, Bronx, NY	1/4/2023	1/9/2023	1931
21	787 Meeker Avenue, Apt. 1L, Brooklyn, NY	3/6/2023	3/10/2023	1931
22	91-27 182 nd Place, Queens, NY	3/1/2022	3/15/2022	1915

12. The addresses listed above were and are “target housing” as that phrase is defined by Section 401 of TSCA, 15 U.S.C. § 2681 and 40 C.F.R. § 745.223.

13. Respondent’s activities at the twenty-two (22) property addresses listed above constituted “abatements” as that term is defined by 40 C.F.R. § 745.223.

14. Under 40 C.F.R. § 745.227(e)(4), a certified firm must notify the EPA prior to conducting lead-based paint abatement activities. 40 C.F.R. § 745.227(e)(4)(vi) specifies information that must be included in the notice.

15. On August 4, 2023, the EPA invited Respondent to participate in pre-filing discussions regarding Respondent’s likely violations of the Abatement Rule.

16. Specifically, the EPA had determined that Respondent had (a) failed to notify the EPA before conducting lead-based paint activities at all twenty-two (22) property addresses in Appendix A in violation of 40 C.F.R. § 745.227(e)(4)(ix); and (b) failed to develop a written occupant protection plan for all abatement projects, pursuant to 40 C.F.R. § 745.227(e)(5).

17. Each of Respondent’s failures to comply with the requirements set forth at 40 C.F.R. Part 745, Subpart L constitutes a violation of TSCA § 409, 15 U.S.C. § 2689, for which a penalty may be assessed under TSCA § 16(a), 15 U.S.C. § 2615(a).

18. On August 7, 2023, Smash Bros principal owner, Sady Maquilon, accepted the EPA's invitation to engage in pre-filing discussions.

19. Between August 21, 2023, and December 11, 2023, the parties engaged in pre-filing and settlement discussions.

20. During these discussions Respondent asserted its inability to pay the proposed penalty. On or about October 24, 2023, Respondent submitted to the EPA its 2020, 2021 and 2022 company tax returns to support its inability to pay assertion.

21. During these discussions, the EPA provided Respondent with substantial compliance assistance. Following these settlement discussions, however, the EPA received additional information from DOH of Respondent's abatement activities for which the EPA had not received notifications.

22. Based on the additional information received and reviewed, EPA determined Smash Bros conducted lead-based paint activities at the following five (5) New York City residences between February 2025 and July 2025:

Project #	Address	Start Date	End Date	Year Built
1	662 W. 184 th Street, Manhattan, NY	7/11/2025	7/14/2025	1910
2	1665 Monroe Avenue, Bronx, NY	5/28/2025	5/29/2025	1926
3	655 Linden Blvd., Brooklyn, NY	4/5/2025	4/9/2025	1920
4	562 W. 191 st Street, Manhattan, NY	5/1/2025	5/9/2025	1910
5	8750 Bay Parkway, Brooklyn, NY	2/18/2025	2/20/2025	1927

23. The addresses listed above were and are "target housing" as that phrase is defined by Section 401 of TSCA, 15 U.S.C. § 2681 and 40 C.F.R. § 745.223.

24. Respondent's activities at the 5 residences listed in the chart at paragraph 22 above constituted "abatements" as that term is defined by 40 C.F.R. § 745.223.

25. Respondent did not notify the EPA prior to commencing the abatements identified in the chart at paragraph 22 above.

26. Each of the Respondent's failures to comply with the requirements set forth at 40 C.F.R. Part 745, Subpart L constitutes a violation of TSCA § 409, 15 U.S.C. § 2689, for which a penalty may be assessed under TSCA § 16(a), 15 U.S.C. § 2615(a).

27. After several additional rounds of compliance assistance and Respondent's submission of an updated certification of its financial condition dated December 23rd, 2025, the EPA and Respondent have agreed to resolve this matter by entering into this Consent Agreement and Final Order.

CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in accordance with the Consolidated Rules of Practice, it is hereby agreed by and between the parties hereto, and voluntarily and knowingly accepted by Respondent, that Respondent shall comply with the following terms:

28. 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. Admits to the facts stipulated herein;
 - c. Consents to the assessment of a civil penalty, as stated herein;
 - d. Consents to any and all conditions stated in the Consent Agreement;
 - e. Consents to the issuance of the Final Order incorporating all the provisions of this Consent Agreement;
 - f. Waives any right it may have to contest the allegations set forth herein; and
 - g. Waives its rights to appeal the Final Order accompanying this Consent Agreement.

29. Respondent agrees to hereinafter maintain compliance with all applicable statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692, and the implementing regulations codified at 40 C.F.R. Part 745.

Penalty

30. Respondent agrees to pay a civil penalty in the amount of **FIVE THOUSAND DOLLARS (\$5,000.00)** (“Assessed Penalty”), in twelve (12) installments.

31. Respondent consents to pay the Assessed Penalty as follows:
- a. The Assessed Penalty will be paid in twelve (12) equal installments, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at the IRS standard payment rate. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be **FIVE THOUSAND, TWO HUNDRED AND THIRTEEN DOLLARS AND EIGHTY-NINE CENTS (\$5,213.89)**. The first payment must be received by EPA *on or before* thirty (30) calendar days from the date on which the Regional Judicial Officer (“RJO”) signs the Final Order located at the end of this CAFO (the “Due Date”). Respondent’s subsequent payment shall thereafter be due in accordance with the schedule below.

- b. Respondent shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made <i>no later than</i>	Principal Amount	Interest Amount	Total Payment Amount
1	Thirty (30) days after the Filing Date	\$416.66	\$0.00	\$416.66
2	Sixty (60) days after the Filing Date.	\$416.66	\$61.11	\$477.77
3	Ninety (90) days after the Filing Date.	\$416.66	\$27.78	\$444.44
4	One Hundred and Twenty (120) days after the Filing Date.	\$416.66	\$25.00	\$441.66
5	One Hundred and Fifty (150) days after the Filing Date.	\$416.66	\$22.22	\$438.88
6	One Hundred and Eighty (180) days after the Filing Date.	\$416.66	\$19.44	\$436.10
7	Two Hundred and Ten (210) days after the Filing Date.	\$416.66	\$16.67	\$433.33
8	Two Hundred and Forty (240) days after the Filing Date.	\$416.66	\$13.89	\$430.55
9	Two Hundred and Seventy (270) days after the Filing Date.	\$416.66	\$11.11	\$427.77
10	Three Hundred (300) days after the Filing Date.	\$416.66	\$8.33	\$424.99
11	Three Hundred and Thirty (330) days after the Filing Date.	\$416.66	\$5.56	422.22
12	Three Hundred and Sixty (360) days after the Filing Date.	\$416.74	\$2.78	\$419.44
Total		\$5,000.00	\$213.89	\$5,213.89

c. Notwithstanding Respondent's agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$5,000 within thirty (30) days of the RJO's signature and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

32. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

33. When making a payment Respondent shall:

a. Identify every payment with Respondent's name and the docket number of this Agreement, **In the Matter of Smash Bros Renovation Corp, TSCA-02-2026-9274**.

b. Concurrently with any payment, or within twenty-four (24) hours of any payment, Respondent shall serve proof of any payment to:

United States Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

"Proof of Payment" means, as applicable, confirmation of wire or automated transfer clearinghouse, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

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

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

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

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

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

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

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

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

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

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

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

38. Respondent explicitly and knowingly agrees to pay the Assessed penalty in accordance with these terms.

39. IRS Required Notice: Respondent should confer with its accountant for applicability. 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. § 1.62-2l(b)(2), performance of the requirements to implement a CP and to submit regular reports as defined below, in

accordance with terms below is restitution, remediation, or required to come into compliance with the law.

Compliance Actions

40. Respondent agrees to utilize the Abatement Compliance Plan attached to this CAFO as Appendix A and herein incorporated by reference when conducting an abatement, as that term is defined at 40 C.F.R. § 745.223, subject to the Abatement Rule.

41. Respondent agrees to, for a period of 1 year following the effective date of this CAFO, email Demian Ellis at Ellis.Demian@epa.gov when it submits notification of a lead abatement project in CDX to advise him of that filing, and agrees to attach to that email the occupant protection plan for that project.

42. Respondent further agrees to, for a period of 1 year following the effective date of this CAFO, submit copies of the Abatement Compliance Plan Checklists to EPA for each lead abatement project performed, no later than twenty-one (21) calendar days from the end of each project.

a. The Abatement Compliance Plan Checklists shall be sent to the following addressees, by e-mail:

Demian Ellis
Senior Enforcement Officer
Lead Paint and Pesticides Compliance Section
Pesticides and Toxic Substances Compliance Branch
U.S. Environmental Protection Agency, Region 2
Ellis.Demian@epa.gov

and

Suzanne Englot
Assistant Regional Counsel
Waste and Toxic Substances Branch
U.S. Environmental Protection Agency, Region 2
Englot.Suzanne@epa.gov

43. Respondent shall be subject to stipulated penalties for the failure to provide timely notifications and timely and complete Abatement Compliance Plan Checklists as follows:

- a. 1 - 30 days delinquent: \$100 per day
- b. 30 – 60 days delinquent: \$150 per day
- c. Each day past 61 days: \$200 per day

44. All Stipulated penalties are due and payable within thirty (30) calendar days of Respondent's receipt from EPA of a written demand for payment of the penalties. Payment of the stipulated penalties shall be made in the same manner as prescribed in Paragraphs 32-33 above, for payment of the civil penalty. Stipulated penalties shall accrue as provided above, regardless of whether EPA has notified Respondent of the violation or has made a demand for payment but need only be paid upon demand.

45. Following receipt of each the Abatement Compliance Plan Checklist, EPA will either accept or explicitly reject the Checklist. If EPA identifies any and notify Respondent, in writing, of deficiencies in the Checklist, EPA shall notify Respondent in writing and grant Respondent an additional thirty (30) days in which to correct any deficiencies and to resubmit the Checklist to EPA. If EPA, after allowing Respondent thirty (30) calendar days to correct any deficiencies, finds the same types of deficiencies remain, then EPA may seek stipulated penalties in accordance with Paragraph 43, above.

46. If, in the future, EPA believes that any of the certified information provided in the Checklists is inaccurate, EPA will advise Respondent of its belief and its basis for such and will afford Respondent an opportunity to respond to EPA. If EPA still believes the certification(s) is (are) mostly inaccurate, EPA may, in addition to seeking stipulated penalties pursuant to Paragraph 43, above, for non-compliance, initiate a separate criminal investigation pursuant to 18 U.S.C. § 1001 *et seq.* or any other applicable law.

47. Complainant may, in his sole discretion, reduce or eliminate any stipulated penalty due if Respondent has in writing demonstrated to EPA's satisfaction good cause for such action. If, after review of Respondent's written submission, EPA determines that Respondent failed to comply with the terms and conditions of this CAFO and concludes that the demanded stipulated penalty(ies) is due and owing and EPA has not waived or reduced the demanded stipulated penalty(ies), EPA will notify Respondent, in writing, of its decision regarding the stipulated penalty(ies). Respondent shall then, within thirty (30) calendar days of receipt thereof, pay the stipulated penalty amount(s) indicated in EPA's notice. EPA may also in its discretion, *sua sponte*, decide not to demand stipulated penalties.

48. If any unforeseen event occurs which causes or may cause delays in the submission of a job notice/Occupant Protection Plan or an Abatement Compliance Plan Checklist as required herein, Respondent shall notify EPA in writing within fourteen (14) calendar days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of the delay, the measures taken by Respondent to prevent or minimize delay, and any proposed adjustments to the timetable for the submission of the Checklist caused by the delay. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular event involved and may constitute a waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such event.

a. If the parties agree that the delay or anticipated delay in the submission of the Abatement Compliance Plan Checklist has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period of no longer than the Delay resulting from such circumstances.

b. In the event that EPA does not agree that a delay in submitting the Abatement Compliance Plan Checklist has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision and any delays shall not be excused.

c. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent.

Certifications

49. Respondent certifies that EPA has provided Respondent with information and compliance assistance regarding the requirements of the Abatement Rule, codified at 40 C.F.R. Part 745 Subpart L, and of its compliance obligations thereunder. Respondent further certifies that it understands its compliance obligations.

50. Respondent certifies that, as of the date of execution of this CAFO, it is in compliance with the statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692, and the implementing regulations codified at 40 C.F.R. Part 745.

51. Respondent certifies that the financial information provided on December 23rd, 2025 is true, accurate, and complete. Respondent acknowledges its awareness that EPA has relied on this information in agreeing to enter into this Consent Agreement.

52. Respondent acknowledges its awareness that false or misleading certification and submission of false or misleading information or documentation to the United States government may subject a person to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information or documentation certified to and/or provided and/or representations made to Complainant is false or, in any material respect, inaccurate.

General Provisions

53. Except as otherwise indicated herein, any responses, documentation, and communication submitted in connection with this Consent Agreement shall be sent to: Demian Ellis, ellis.demian@epa.gov. Unless Mr. Ellis is later advised otherwise in writing, by e-mail, EPA shall address any future written correspondence (including any correspondence related to payment of the penalty) to Respondent at the following address:

Sady Maquilon
Smash Bros Renovation Corp
5618 3rd Ave.
Brooklyn, NY 11220
Sbrenovationcorp@gmail.com

54. Respondent consents to the use of electronic signatures in this matter and to service upon it of a copy of this CAFO by an EPA employee other than the Regional Hearing Clerk via electronic mail. Delivery of the fully executed documents to the email addressee in the preceding paragraph shall constitute Respondent's receipt and acceptance of the CAFO.

55. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable, and knowingly and voluntarily consents to its issuance and its terms.

56. Respondent agrees that this CAFO constitutes the entire agreement between the parties and all terms of settlement are set forth herein.

57. Full payment of the penalty amount set forth above in accordance with the terms herein, as well as any interest or late payment handling charges that accrue, shall only resolve Respondent's liability for federal civil penalties for the facts and violations described in paragraphs 16 and 25 of the "Findings of Fact and Conclusions of Law" section, above. Nothing herein shall affect the authority of the EPA (or the United States on behalf of EPA) to pursue appropriate injunctive relief or otherwise seek equitable relief or criminal sanctions for any violation(s) of law resulting from or pertaining to, *inter alia*, Respondent's conduct of lead-based paint abatement activities.

58. Respondent expressly waives any right to contest the allegations contained in this CAFO and to appeal the Final Order set forth herein, including any right to confer with the EPA Administrator under 40 C.F.R. § 22.31(e) with regard to this case. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this CAFO.

59. By signing this Consent Agreement, Respondent explicitly and knowingly waives each of the following:

- a. the right to request a hearing as provided at 40 C.F.R. § 22.15(c);
- b. 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.

60. Nothing in this document is intended nor shall be construed to waive, prejudice, or otherwise affect the right of EPA, or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any other applicable provision of law.

61. This CAFO does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the Act, the regulations promulgated thereunder, or any other provisions of federal, state, or local law.

62. Nothing herein shall be construed to limit the power of the 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.

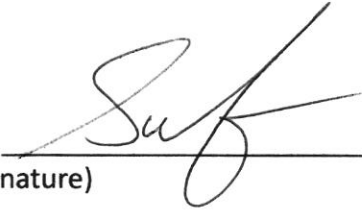
63. Nothing in this CAFO shall be construed as a ruling on, or determination of, any issue related to any federal, state, or local permit.

64. The terms of this CAFO bind Respondent and its successors or assignees. Respondent shall ensure that all employees and subcontractors or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

65. Respondent's signatory certifies that she or he has the authority to enter into the terms and conditions of this Consent Agreement.

66. Each party hereto agrees to bear its own costs and fees in this matter.

RESPONDENT:

BY: 
(Signature)

NAME: Sady Mawitani
(Please Print)

TITLE: OWNER

DATE: 03/09/26

COMPLAINANT:

Douglas McKenna, Acting Director
Enforcement & Compliance Assurance Division
U.S. Environmental Protection Agency - Region 2

DATE: March 17, 2026

FINAL ORDER

The Regional Judicial Officer of EPA, Region 2 concurs in the foregoing Consent Agreement (including Attachment A) in the case of *In the Matter of Smash Bros Renovation Corp.*, bearing Docket Number TSCA-02-2026-9274. Said Consent Agreement, with attachment, having been duly accepted and entered into by the parties, is hereby ratified and incorporated into this Final Order, which is hereby issued and shall take effect when filed with the Regional Hearing Clerk of EPA, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b) (3).

Dana P. Friedman
Regional Judicial Officer
United States Environmental Protection Agency
Region 2

APPENDIX A

ABATEMENT COMPLIANCE PLAN CHECKLIST for LEAD ABATEMENTS
REGULATED by the LEAD-BASED PAINT ACTIVITIES RULE
(for interior abatements only)

I PURPOSE

To facilitate the documentation of compliance with the U.S. Environmental Protection Agency's Lead-based Paint Activities Rule ("LBPA" or "Abatement Rule"), 40 C.F.R. Part 745, Subpart L, or any applicable U.S. EPA-Authorized State or Tribal program regulating lead abatement activities. Not all aspects of compliance with the Rule can be fully captured with a checklist: additional logs, records and photos may be necessary. In addition, if any discrepancy between the requirements of this document and the LBPA Rule arise, the LBPA Rule prevails.

II GENERAL PROJECT INFORMATION:

Property Address (including unit #s): _____

City	State	Zip
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Property Owner: _____ Year Building was Constructed : _____

Address: _____

City: _____ State: _____ Zip code: _____ Phone: () _____

Email: _____

III. ABATEMENT FIRM

Contractor/subcontractor firm name and Abatement certification number (copy of the firm certificate must be kept in project file):

_____	_____	_____
Firm Name	Certification Number	Expiration date

_____	_____	_____
Firm Address	Firm City	Firm State

IV. ABATEMENT SUPERVISOR

Assigned EPA-certified lead abatement supervisor name & certification number (copy of non-expired training certificate or non-expired EPA-issued certification must be available on the work site and kept in project file):

_____	_____	_____
Lead Abatement Supervisor Name	Certification Number	Expiration date

Abatement Start Date: _____ Abatement Completion Date: _____

Check here if working under an interim certification and enter the identification number from your course completion certificate in this space above.

V. ABATEMENT WORKERS

Provide the names and certification numbers all EPA-certified abatement workers assigned to this project. (Copies of their non-expired training certificate or non-expired EPA-issued certification must be available on the work site and kept in project file):

Abatement Worker Name (as appears on certificate)	Certification Number	Expiration date
Abatement Worker Name (as appears on certificate)	Certification Number	Expiration date
Abatement Worker Name (as appears on certificate)	Certification Number	Expiration date
Abatement Worker Name (as appears on certificate)	Certification Number	Expiration date
Abatement Worker Name (as appears on certificate)	Certification Number	Expiration date

Use additional pages if necessary

A copy of job log for ALL individuals onsite is attached to the document.

VI. NOTIFICATION

Abatement Start Date: _____

Date Notification Electronically Submitted to EPA via CDX (postmark): _____

Was an Emergency Notification Submitted for this project? YES or NO

If yes, then the following documentation was provided as a basis for the abbreviated notification period (check all that apply)

- Documentation showing evidence of an EBLL determination
- Copy of a Federal/State/Tribal emergency abatement order

Copies of the documentation above are provided as an attachment to this document.

VII. OCCUPANT PROTECTION PLAN

The following minimum criteria were included in the development of a unique project-specific occupant protection plan:

- Date on which the occupant protection plan was developed.
- Certified individual (abatement supervisor or project designer) who developed the occupant protection plan is identified.
- Documentation that the certified individual who developed the occupant protection plan visited the project site to perform a visual inspection of the area to be abated *prior* to developing the plan.
- A floor plan and/or photographs taken of the unit/areas to be abated. Documentation that this floor plan and/or photographs were prepared/taken by the certified individual who developed the occupant protection plan.
- Description of measures and management procedures, including containment and any plans to temporarily relocate occupants (if applicable) to ensure building occupants are protected from exposure to lead-based paint hazards.
- Documentation that the occupant protection plan was provided to the occupants of the unit as well as the building owner prior to the start of the abatement project.

A copy of the occupant protection plan for this project is provided as an attachment to this document.

VIII. ABATEMENT DESCRIPTION

A detailed written description of the abatement and estimated square footage of paint disturbed, including abatement methods used, locations of rooms and/or components where abatement occurred, reason for selecting particular abatement methods for each component, and any suggested monitoring of encapsulants or enclosures (use additional pages if necessary):

IX. POST-ABATEMENT CLEARANCE

Inspector/Risk Assessor

Information regarding the inspector/risk assessor (RA) who performed post-abatement clearance sampling.

Inspector/Risk Assessor (Insp/RA) Name	Insp/RA Certification Number	Expiration date
Inspector/RA Address, City, State, ZIP Code		Date of Sampling

Check here if working under an interim certification and enter the identification number from your course completion certificate in this space above.

An affidavit signed by Inspector/Risk Assessor and notarized stating that he/she performed the post-abatement clearance sampling on specified date, is provided as an attachment to this document.

Laboratory Analysis

Information regarding the recognized laboratory (NLLAP-accredited) that conducted analysis of post-abatement clearance (copy of the laboratory’s certification must be kept in project file):

Laboratory (Lab) Name	Lab Certification Number	Expiration date
Lab Address	Lab City	Lab State

The results of the post-abatement dust lead testing are provided as an attachment to this document.

For projects occurring on or after January 12, 2026, the following language was included in the abatement report:

Although the completed abatement project achieved dust-lead below action levels, some dust-lead hazards remain because any reportable level of dust-lead is considered a dust-lead hazard by the U.S. Environmental Protection Agency in a residential dwelling or child-occupied facility. In order for abatement work to be considered complete under EPA regulations, dust-lead levels must be below the action levels, which are established based on reliability, effectiveness and safety. To continue to reduce lead exposure from dust, the EPA pamphlet entitled *Protect Your Family From Lead in Your Home* includes recommendations such as: using a vacuum with a high-efficiency particulate air (HEPA) filter on furniture and other items returned to the work area, and regularly cleaning hard surfaces with a damp cloth or sponge and a general all-purpose cleaner. For more information on how to continue to reduce lead exposure, see *Protect Your Family From Lead in Your Home*.

X. RESTRICTED/PROHIBITED WORK PRACTICE STANDARDS [40 C.F.R. § 745.227(e)(6)]

The following abatement restricted work practices were **NOT** used on this project:

Open-flame burning or torching of lead-based paint - **NOTE: Open-Flame Burning or torching of lead-based paint is strictly prohibited and must not be performed.**

Machine sanding or grinding or abrasive blasting or sandblasting of lead-based paint – **restricted (see below)**

If the above box was not checked, was High Efficiency Particulate Air (HEPA) exhaust control which removes particles of 0.3 microns or larger from the air at 99.97 percent or greater efficiency used in conjunction with the machine sanding or grinding or abrasive blasting?

YES or NO

Please describe:

Dry scraping of lead-based paint – **restricted (see below)**

If the above box was not checked, was the dry scraping performed in conjunction with heat guns or around electrical outlets or when treating defective paint spots totaling no more than 2 square feet in any one room, hallway, or stairwell or totaling no more than 20 square feet on exterior surfaces?

YES or NO

If dry scraping was performed, please describe the circumstances under which it was performed:

Operating a heat gun on lead-based paint above 1100 degrees Fahrenheit.

XI. CONTAINMENT

_____ A) **Occupant Protection** – Signs have been posted clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area.

Primary language of occupants is not English, signs posted in _____ language.

_____ B) **Containing the Work Area** – Before beginning the abatement project, the work area has been isolated so that no dust or debris leaves the area while the abatement is ongoing.

_____ C) **Integrity of containment** is maintained throughout the abatement.

_____ D) **Interior Abatement Work:**

All objects in the work area are removed or covered.

HVAC ducts in the work area are closed and covered.

- Windows in the work area are closed.
- Doors in the work area are closed and sealed. Doors that must be used in the work area are covered to allow passage but prevent spread of dust.
- Floors in the work area are covered with 6 mil taped-down plastic sheeting.
- All personnel, tools, and other items, including exteriors of waste containers are free of dust and debris before leaving the work area.
 - work area containment was established, and while the work area cleaning was performed.
 - The assigned certified Renovator regularly directed work performed by other workers, maintained containment integrity, and was available, either on-site or by phone, at all times during the renovation.
 - The assigned certified Renovator performed the post-renovation cleaning verification as described in 40 C.F.R. § 745.85(b).
 - The assigned certified Renovator prepared the records required by § 745.86(b)(1)(ii) and (6).

_____ **A copy of this completed checklist and associated documents was provided to the building owner who contracted for the firm’s services and will be maintained by the firm for a minimum of 3 years following completion of the abatement, in accordance with 40 C.F.R. § 745.227(i).**

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant potential penalties for submitting false information, including the possibility of fines and imprisonment.

Completed by:

Company Name

Name (printed)

Title

Signature