



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

Certified Mail
7016 1370 0000 2235 1626

By Certified Mail, Return Receipt Requested:

Chuck Houston
Carrington Mortgage Holdings, LLC
1600 South Douglass Road, Suite 200B
Anaheim, CA 92806

Re: In the Matter of Carrington Real Estate Services, LLC and
Carrington Mortgage Services, LLC
Consent Agreement and Final Order

Docket No. TSCA-09-2016-0020
Date: 9~~26~~2016

Dear Mr. Houston:

Enclosed please find your copy of the fully executed Consent Agreement and Final Order which contains the terms of the settlement reached with EPA Region 9. Your completion of all actions enumerated in the Consent Agreement and Final Order will close this case.

If you have any questions, please contact Max Weintraub at 415-947-4163.

Sincerely,

A handwritten signature in black ink, appearing to read "D. McDaniel".

Douglas K. McDaniel
Manager
Waste and Chemical Section
Enforcement Division

Enclosures

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 HAWTHORNE STREET
SAN FRANCISCO, CA 94105

** FILED **
26SEP2016 - 11:35AM
U.S.EPA - Region 09

_____)	
IN THE MATTER OF:)	Docket No. TSCA-09-2016- 0020
)	
)	
Carrington Real Estate Services, LLC, and)	CONSENT AGREEMENT AND
Carrington Mortgage Services, LLC)	FINAL ORDER PURSUANT TO
)	40 C.F.R §§ 22.13 AND 22.18
)	
)	
Respondents.)	
_____)	

I. CONSENT AGREEMENT

The United States Environmental Protection Agency (“EPA”), Region IX and Carrington Real Estate Services, LLC [formerly Atlantic & Pacific Real Estate, LLC] (“CRES”), and Carrington Mortgage Services, LLC (“CMS”) (collectively, the “Respondents”) agree to settle this matter and consent to the entry of this Consent Agreement and Final Order (“CAFO”), which simultaneously commences and concludes this matter in accordance with 40 C.F.R. §§ 22.13 and 22.18.

A. AUTHORITIES AND PARTIES

1. This is a civil administrative penalty action instituted against Respondents pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), for violations of Section 1018 of Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“Section 1018”), 42 U.S.C. §4852d, and federal regulations promulgated to

implement Section 1018 at 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”). Violation of Section 1018 through the Disclosure Rule constitutes violation of Section 409 of TSCA, 15 U.S.C. §2689.

2. Complainant is the Director of the Enforcement Division, EPA Region IX. The Administrator of EPA delegated to the Regional Administrator of EPA Region IX, the authority to bring and settle this action under TSCA. In turn, the Regional Administrator of EPA Region IX further delegated the authority to bring and sign a consent agreement settling this action under TSCA to the Director of the Enforcement Division.

3. Respondents CRES and CMS are each a Delaware limited liability corporation located at 1600 S Douglass Rd, Suite 120, Anaheim, California and 1600 S Douglass Rd, Suite 110 and 200A, Anaheim, California, respectively. During the periods relevant to this CAFO, CMS was acting as servicer for Deutsche Bank National Trust Company and as Trustee for Carrington Mortgage Loan Trust, Series 2005-FRE1 Asset-Backed Pass-Through Certificates (“CMLT 2005-FRE1”).

B. APPLICABLE STATUTORY AND REGULATORY SECTIONS

4. The Disclosure Rule imposes certain disclosure requirements concerning lead-based paint and/or lead-based paint hazards upon the sale or lease of Target Housing.

5. “Target Housing” means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-Bedroom Dwelling. 40 C.F.R. § 745.103.

6. “0-Bedroom Dwelling” means any residential dwelling in which the living area is not separated from the sleeping area. The term includes efficiencies, studio apartments,

dormitory housing, military barracks, and rentals of individual rooms in residential dwellings.
40 C.F.R. § 745.103.

7. “Seller” means any entity that transfers legal title to Target Housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations. 40 C.F.R. § 745.103.

8. “Purchaser” means any entity that enters into an agreement to purchase an interest in Target Housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations. 40 C.F.R. § 745.103.

9. “Agent” means any party who enters into a contract with a Seller or lessor, including any party who enters into a contract with a representative of the Seller or lessor, for the purpose of selling or leasing Target Housing. 40 C.F.R. § 745.103.

10. Before a Purchaser is obligated under any contract to purchase Target Housing, the Seller shall permit the Purchaser a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards or the Purchaser may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing. 40 C.F.R. § 745.110.

11. Each contract to sell Target Housing shall include, as an attachment to or within the contract, a Lead Warning Statement containing language provided in 40 C.F.R. § 745.113(a)(1). 40 C.F.R. § 745.113(a)(1).

12. Each contract to sell Target Housing shall include a statement by the Seller

disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, as required by 40 C.F.R. § 745.107(a)(2). 40 C.F.R. § 745.113(a)(2).

13. Each contract to sell Target Housing shall include a list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the Target Housing that have been provided to the Purchaser or indicate that no such records or reports are available, as required by 40 C.F.R. § 745.107(a)(4). 40 C.F.R. § 745.113(a)(3).

14. Each contract to sell Target Housing shall include a statement by the Purchaser affirming receipt of information set forth in 40 C.F.R. §§ 745.113(a)(2) and (3) and the lead hazard information pamphlet required under 15 U.S.C. §2696. 40 C.F.R. § 745.113(a)(4).

15. Each contract to sell Target Housing shall include a statement by the Purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity, required by 40 C.F.R. § 745.110. 40 C.F.R. § 745.113(a)(5).

16. When one or more Agents are involved in the transaction to sell Target Housing on behalf of the Seller, each contract to sell Target Housing shall include a statement that the Agent has informed the Seller of the Seller's obligations under Section 1018 and the Agent is aware of his/her duty to ensure compliance with the requirements of the Disclosure Rule, as required by 40 C.F.R. § 745.115. 40 C.F.R. § 745.113(a)(6).

17. As provided at 40 C.F.R. §§ 745.118(e) and (f) and 40 C.F.R. Part 19, failure to comply with 40 C.F.R. §§ 745.107, 745.110, 745.113 or 745.115 is a violation of Section 409 of TSCA, 15 U.S.C. § 2689, that can be assessed a penalty of up to \$16,000 per violation for violations occurring after January 12, 2009.

C. ALLEGATIONS

18. EPA has jurisdiction over this matter pursuant to Section 1018.

19. At all times relevant to this matter, the Properties were “Target Housing,” as that term is defined at 40 C.F.R. § 745.103.

20. Respondents entered into six (6) contracts to sell the Properties on or around the dates listed below:

	Street Address	City	State	Contract Closing Date
1	601 30 th Street	Bakersfield	CA	1/10/2011
2	830 Chapman Street	Bakersfield	CA	10/21/2011
3	3004 Spruce Street	Bakersfield	CA	6/25/2011
4	3413 Lake Street	Bakersfield	CA	11/18/2010
5	720 Woodrow Street	Bakersfield	CA	4/27/2012
6	217 Sunland Drive	Ridgecrest	CA	6/2/2011

21. For the contract to sell the property at 217 Sunland Drive, Ridgecrest, California, Respondent CMS (in its capacity as the servicer for CMLT 2005-FRE1) was a “Seller” or an “Agent” for purposes of the Disclosure Rule.

22. For the contracts to sell the properties at 601 30th Street, 830 Chapman Street, 3004 Spruce Street, 3413 Lake Street, and 720 Woodrow Avenue, Bakersfield, California, Respondent CRES was an “Agent” for purposes of the Disclosure Rule.

23. At the times that Respondents entered into the contracts to sell the properties at 601 30th Street, 3004 Spruce Street, and 3413 Lake Street in Bakersfield, California and 217 Sunland Drive in Ridgecrest, California, Respondents failed to include, as an attachment to or within the contracts, a Lead Warning Statement containing language provided in 40 C.F.R § 745.113(a)(1), as required by 40 C.F.R § 745.113(a)(1).

24. At the times that Respondents entered into the contracts to sell the properties at 601 30th Street, 3004 Spruce Street, and 3413 Lake Street in Bakersfield, California and 217 Sunland Drive in, Ridgecrest, California, Respondents failed to include in the contracts, a statement by the Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the units being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, as required by 40 C.F.R. § 745.113(a)(2).

25. Before the Purchasers were obligated under the contracts to purchase the properties at 830 Chapman Street, 720 Woodrow Wilson Avenue, 3004 Spruce Street and 3413 Lake Street in Bakersfield, California and 217 Sunland Drive in Ridgecrest, California, Respondents failed to permit the Purchasers a 10-day period to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards or to obtain the Purchasers' waiver of the opportunity in writing, as required by 40 C.F.R. § 745.110.

26. At the times that Respondents entered into the contracts to sell the properties at 601 30th Street, 3004 Spruce Street and 3413 Lake Street in Bakersfield, California and 217 Sunland Drive in Ridgecrest, California, Respondents failed to include in the contracts a list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the units that had been provided to the Purchasers or an indication that no such records or reports are available, as required by 40 C.F.R. § 745.113(a)(3).

27. At the times that Respondents entered into the contracts to sell the properties at 601 30th Street, 3004 Spruce Street and 3413 Lake Street in Bakersfield, California and 217 Sunland Drive in Ridgecrest, California, Respondents failed to include in the contracts a statement by the Purchasers affirming receipt of the information set forth in 40 C.F.R. §§

745.113(a)(2) and (3) and the lead hazard information pamphlet required under 15 U.S.C. § 2696, as required by 40 C.F.R. § 745.113(a)(4).

28. At the times that Respondents entered into the contracts to sell the properties at 3004 Spruce Street and 3413 Lake Street in Bakersfield, California and 217 Sunland Drive in Ridgecrest, California, Respondents failed to include in the contracts a statement by the Purchaser that s/he has either had an opportunity conduct a risk assessment or inspection or has waived the opportunity to do so, as required by 40 C.F.R. § 745.113(a)(5).

29. At the times that Respondents entered into the contracts to sell the properties at 601 30th Street, 3004 Spruce Street and 3413 Lake Street in Bakersfield, California and 217 Sunland Drive in Ridgecrest, California, Respondents failed to include, as an attachment to the contract to purchase Target Housing, a statement by one or more Agents involved in the transaction to sell the properties that the Agent(s) has informed the Seller of the Seller's obligations and that the Agent(s) is aware of his duty to ensure compliance with the Disclosure Rule, as required by 40 C.F.R. § 745.113(a)(6).

30. Respondents' failures to comply with 40 C.F.R. §§745.110 and 745.113, as set forth in Paragraphs 18 through 29, constitute twenty-eight (28) violations of Section 409 of TSCA, 15 U.S.C. §2689.

D. RESPONDENTS' ADMISSIONS

31. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding, Respondents (i) admit that EPA has jurisdiction over the subject matter of this CAFO and over Respondents; (ii) neither admit nor deny the specific factual allegations contained in this CAFO; (iii) consent to any and all conditions specified in this CAFO and to the

assessment of the civil administrative penalty under Section I.F. of this CAFO; (iv) waive any right to contest the allegations contained in Section I.C. of this CAFO; and (v) waive the right to appeal the proposed final order contained in this CAFO.

E. SUPPLEMENTAL ENVIRONMENTAL PROJECT

32. Within four (4) months of the effective date of this CAFO, as a Supplemental Environmental Project (SEP), Respondents shall donate a minimum of twenty-one (21) LeadCare II blood lead analyzers and a box of test kits with each analyzer to not-for-profit community health clinics approved by EPA pursuant to Paragraph 34 that are operated by primary care provider groups including Omni Family Health, Inc. in Bakersfield, California, Inland Behavioral and Health Services, Inc in San Bernardino, California, Kids Come First Community Health Center in Ontario, California, or St. Jude Neighborhood Health Centers in Fullerton, California and/or other community health clinics listed with the California Primary Care Association in these same communities. Respondents shall limit their donations to one analyzer and one box of test strips to an individual clinic, unless EPA has approved a greater number of donations to that particular clinic pursuant to Paragraph 34. Upon written request from Respondents, EPA may grant in writing up to an additional time to complete the donation of the analyzers if Respondents can demonstrate that, despite their best efforts, they could not complete the donation in the initial four (4) month period.

33. Each primary care group that accepts the donation of analyzers will utilize the analyzers at clinics that satisfy the requirements identified in “An Overview of Requirements for Point of Service Blood Lead Testing Devices in California” published by the California Department of Public Health.

34. Prior to donating the analyzers, Respondents shall provide the EPA with written

notice of the clinics selected for analyzer donation by the primary care provider groups for review and approval by EPA, consistent with the requirements of this CAFO. Included in this notice for approval by EPA shall be the identification of any clinic receiving more than one blood lead analyzer, along with a justification of the need of the clinic for the additional analyzer(s).

35. In performing this SEP, Respondents shall spend a minimum of FIFTY-NINE THOUSAND NINE HUNDRED TWENTY NINE DOLLARS (\$59,929). If Respondents have met the minimum number of donations of for blood lead analyzers set forth in Paragraph 32, above, they shall buy additional blood lead analyzers, consistent with the terms and conditions of this CAFO, until the minimum amount has been spent.

36. Within nine (9) months of the effective date of this CAFO, Respondents shall provide a final report that includes the following information:

- a. The exact type of analyzers purchased;
- b. When were the analyzers purchased;
- c. When were the analyzers donated; and
- d. Receipts for all purchases made pursuant to the SEP.

37. With regard to the SEP, Respondents certify the truth and accuracy of each of the following:

- a. That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that Respondents in good faith estimates that the cost to implement the SEP is a minimum of FIFTY-NINE THOUSAND NINE HUNDRED TWENTY NINE DOLLARS (\$59,929);

- b. That, as of the date of executing this CAFO, Respondents are not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- c. That the SEP is not a project that Respondents were planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;
- d. That Respondents have not received and will not receive credit for the SEP in any other enforcement action;
- e. That Respondents nor the recipient clinics will not receive reimbursement for any portion of the SEP from another person or entity; and
- f. That for federal income tax purposes, Respondents agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

38. The SEP shall be deemed to be “satisfactorily performed” when Respondents have made the donation described in Paragraph 32 and expended the minimum amount identified in Paragraph 35, and the Final Report has been submitted to EPA. Respondents shall maintain legible copies of all documentation relevant to the SEP or reports submitted to EPA pursuant to this CAFO and shall provide such documentation or reports to EPA not more than seven (7) days after a request for such information.

39. Any submission to EPA required under Section I.E of this CAFO shall be sent to:

Max Weintraub (ENF-2-2)
Waste and Chemical Section
Enforcement Division

U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
Phone: (415) 947-4163
Email: weintraub.max@epa.gov

With a copy to:

Ivan Lieben (ORC-2)
Office of Regional Counsel
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
Phone: (415) 972-3914
Email: lieben.ivan@epa.gov

40. Any submission to Respondents required under Section I.E of this CAFO shall be sent to:

Mr. Chuck Houston
Carrington Mortgage Holdings, LLC
1600 South Douglass Road, Suite 200B
Anaheim, CA 92806

42. Any public statement, oral or written, in print, film, or other media, made by a representative of Respondents or Respondents making reference to the SEP must include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the Toxic Substances Control Act and Federal lead-based paint disclosure requirements."

43. All notices, records, and submittals required by this CAFO that purport to document compliance with the terms of this CAFO shall contain a certification statement signed by Respondents. The certification statement should be as follows:

I certify under penalty of law that the information contained in or accompanying this document is true, accurate, and complete. As to the identified portion[s] of this document for which I cannot

personally verify [its/their] truth and accuracy, I certify that, based on my inquiry of the person or persons directly responsible for gathering the information, the information is true, accurate, and complete.

F. CIVIL ADMINISTRATIVE PENALTY

44. Respondents agree to the assessment of a civil penalty in the amount of NINETEEN THOUSAND NINE HUNDRED AND SEVENTY SIX DOLLARS (\$19,976), in conjunction with performance of the tasks set forth in Section I.E. of this CAFO, as full, final, and complete settlement of the civil claims alleged in Section I.C. of this CAFO.

45. Respondents shall pay the assessed penalty no later than thirty (30) days from the effective date of this CAFO. Payment shall be made by cashier's or certified check payable to the "Treasurer, United States of America," or paid by one of the other methods listed below and sent as follows:

Regular Mail:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

Wire Transfers:

Wire transfers must be sent directly to the Federal Reserve Bank in New York City with the following information:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727
Environmental Protection Agency"

Overnight Mail:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
ATTN Box 979077
St. Louis, MO 63101

ACH (also known as REX or remittance express):
Automated Clearinghouse (ACH) for receiving US currency
PNC Bank
808 17th Street, NW
Washington, DC 20074
ABA = 051036706
Transaction Code 22 – checking
Environmental Protection Agency
Account 31006
CTX Format

On Line Payment:

This payment option can be accessed from the information below:

www.pay.gov
Enter “sfo1.1” in the search field
Open form and complete required fields
If clarification regarding a particular method of payment
remittance is needed, contact the EPA Cincinnati Finance Center at
513-487-2091.

Payment instructions are available at: <http://www2.epa.gov/financial/makepayment>.

Concurrently, a copy of the check or notification that the payment has been made by one of the other methods listed above, including proof of the date payment was made, shall be sent with a transmittal letter indicating Respondents’ names, the case title, and the docket number to:

Regional Hearing Clerk
Office of Regional Counsel (ORC-1)
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

Chief
Waste and Chemical Section (ENF-2-2)
Enforcement Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

46. Payment of the above civil administrative penalty shall not be used as a tax deduction from Respondents’ federal, state, or local taxes.

G. STIPULATED PENALTIES

47. If Respondents violate any requirement of this CAFO relating to the SEP, Respondents must pay stipulated penalties to EPA as follows:

a. Except as provided in subparagraph c, below, if Respondents did not complete the SEP satisfactorily according to this CAFO within the time frame set forth in Paragraph 32, Respondents must pay a stipulated penalty of the difference between \$59,929 and the amount actually spent in a manner consistent with this CAFO, plus an additional stipulated penalty of 10% of the remaining balance paid.

b. If Respondents fail to timely submit any reports in accordance with the timelines set forth in this CAFO, Respondents must pay a stipulated penalty of \$250 for each day after the report was due until it submits the report in its entirety.

c. Any time period covered by an extension of time granted by EPA pursuant to Paragraph 32 to complete any tasks or items required by this CAFO shall not be considered by EPA in its determination of whether to assess stipulated penalties or how much stipulated penalties to assess.

48. If Respondents fail to pay the assessed civil administrative penalty specified in Paragraph 44 by the deadline specified in Paragraph 45, Respondents shall pay to EPA a stipulated penalty of \$250 per day for each day the assessed penalty is late, in addition to the assessed penalty. Stipulated penalties shall be paid upon written request by EPA. In addition, failure to pay the civil administrative penalty by the deadline specified in Paragraph 45 may lead to any or all of the following actions:

a. The debt being referred to a credit reporting agency, a collection agency, or to the Department of Justice for filing of a collection action in the appropriate United States District Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such collection action, the validity, amount, and appropriateness of the assessed penalty and of this CAFO shall not be subject to

review.

b. The debt being collected 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.

c. EPA may (i) suspend or revoke Respondents' licenses or other privileges; or (ii) suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds. 40 C.F.R. § 13.17.

d. In accordance with the Debt Collection Act of 1982 and 40 C.F.R. Part 13 interest, penalty charges, and administrative costs will be assessed against the outstanding amount that Respondents owes to EPA for Respondents' failure to pay the civil administrative penalty by the deadline specified in Paragraph 45. Interest will be assessed at an annual rate that is equal to the rate of current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate) as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. 40 C.F.R. § 13.11(a)(1). Penalty charges will be assessed monthly at a rate of 6% per annum. 40 C.F.R. § 13.11(c). Administrative costs for handling and collecting Respondents' overdue debt will be based on either actual or average cost incurred, and will include both direct and indirect costs. 40 C.F.R. § 13.11(b). In addition, if this matter is referred to another department or agency (e.g., the Department of Justice, the Internal Revenue Service), that department or agency may assess its own administrative costs, in addition to EPA's administrative costs, for handling and collecting Respondents' overdue debt.

49. Respondents must pay any stipulated penalties within thirty (30) days of receiving EPA's written demand for such penalties. All penalties shall begin to accrue on the first date of

noncompliance, and shall continue to accrue through the date of completion. Respondents will use the method of payment specified in Paragraph 45 above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

H. RESPONDENTS' CERTIFICATION

50. In executing this CAFO, Respondents certify that, to the best of Respondents' knowledge, they are now in compliance with Section 1018 and the Disclosure Rule.

I. RETENTION OF RIGHTS

51. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondents' liability for federal civil penalties for the violations and facts specifically alleged in Section I.C. of this CAFO. Nothing in this CAFO is intended to or shall be construed to resolve (i) any civil liability for violations of any provision of any federal, state, or local law, statute, regulation, rule, ordinance, or permit not specifically alleged in Section I.C. of this CAFO; or (ii) any criminal liability. EPA specifically reserves any and all authorities, rights, and remedies available to it (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to address any violation of this CAFO or any violation not specifically alleged in Section I.C. of this CAFO.

52. This CAFO does not exempt, relieve, modify, or affect in any way Respondents' duty to comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and permits.

J. EFFECTIVE DATE

53. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CAFO shall be effective on the date that the final order contained in this CAFO, having been approved and issued by either the Regional Judicial Officer or Regional Administrator, is filed with the Regional Hearing Clerk.

K. GENERAL PROVISIONS

54. Respondents shall retain, and shall instruct their contractors and agents to preserve, all non-identical copies of all records and documents (including records or documents in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Respondents' performance of its obligations under this CAFO, for a period of at least 3 years from when the record or document was created. At any time during this record-retention period, EPA may request copies of any documents or records required to be maintained under this Paragraph. Respondents shall provide the requested documentation not more than fifteen (15) days after a request for such information by EPA.

55. Each party shall bear its own costs and attorneys fees in the action resolved by this CAFO.

L. BINDING EFFECT

56. Each undersigned representative of the parties to this CAFO certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

57. This CAFO shall apply to and be binding upon Respondents and their officers, directors, employees, agents, trustees, servants, authorized representatives, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

FOR RESPONDENT, CARRINGTON MORTGAGE SERVICES, LLC

August 30, 2016
DATE



CHUCK HOUSTON
EXECUTIVE VICE PRESIDENT AND
ASSISTANT GENERAL COUNSEL
CARRINGTON MORTGAGE SERVICES, LLC

FOR RESPONDENT, CARRINGTON REAL ESTATE SERVICES, LLC:

August 30, 2016
DATE



CHUCK HOUSTON
EXECUTIVE VICE PRESIDENT AND
ASSISTANT GENERAL COUNSEL

FOR COMPLAINANT, EPA REGION IX:

9-6-16
DATE

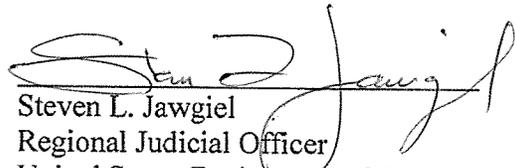


DOUGLAS K. MCDANIEL
MANAGER
WASTE AND CHEMICAL SECTION
ENFORCEMENT DIVISION

II. FINAL ORDER

Respondents and Complainant having entered into the foregoing Consent Agreement, IT IS HEREBY ORDERED that this CAFO (Docket No. TSCA-09-2016-0020) be entered, and Respondents shall perform the tasks set forth at Section I.E, pay a civil administrative penalty in the amount of NINETEEN THOUSAND NINE HUNDRED AND SEVENTY SIX DOLLARS (\$19,976), and otherwise comply with the terms set forth in this CAFO.

09/23/16
DATE


Steven L. Jawgiel
Regional Judicial Officer
United States Environmental Protection Agency
Region IX

CERTIFICATE OF SERVICE

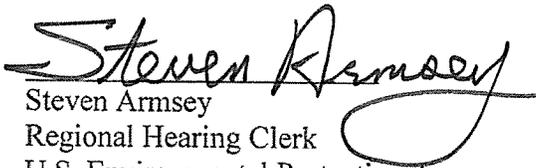
I certify that the original and one copy of the foregoing Consent Agreement and Final Order was hand delivered to:

Regional Hearing Clerk
United States Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, California 94105

and that a true and correct copy of the Consent Agreement and Final Order was placed in the United States Mail, certified mail, return receipt requested, addressed to the following:

Mr. Chuck Houston
Carrington Mortgage Holdings, LLC
1600 South Douglass Road, Suite 200B
Anaheim, CA 92806

By: Sept 26, 2016
DATE


Steven Armsey
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region IX