

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1:16-cv-09302
	)	
SEARS HOME IMPROVEMENT	)	
PRODUCTS, INC.	)	
	)	
Defendant.	)	

**CONSENT DECREE**

WHEREAS, Plaintiff United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“U.S. EPA” or “Plaintiff”), has filed a Complaint in this action concurrently with the lodging of this Consent Decree, which alleges, inter alia, that Sears Home Improvement Products, Inc. (“SHIP” or “Defendant”) violated Sections 402(c), 406(b), and 407 of Title IV of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2682(c), 2686(b), & 2687, and the regulations promulgated thereunder, codified at 40 C.F.R. Part 745, Subpart E (“Residential Property Renovation Rule” or “RRP Rule”); and

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

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

WHEREAS, Defendant contends that upon promulgation of the RRP Rule, it implemented compliance procedures that satisfy the requirements set forth in Paragraphs 13, 15.a., 17.a., 17.b. and 17.c. of this Consent Decree; and

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

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

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

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

#### I. JURISDICTION AND VENUE

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

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

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

3. This Consent Decree concerns the RRP Rule, which requires that firms performing certain renovation, repair and painting projects for compensation that disturb lead-based paint in homes, child care facilities, and kindergartens built before 1978 must be certified by U.S. EPA or a U.S. EPA-authorized State or Tribal program, and must use certified renovators who follow specific work practices to prevent lead contamination.

## **III. APPLICABILITY**

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

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

6. a. Defendant shall provide a copy of this Consent Decree to the Compliance Manager, as herein defined.

b. Within sixty (60) Days after entry of this Consent Decree, Defendant shall provide a written summary of the requirements in Section VI of this Consent Decree to its

regional and area field service installed sales employees whose duties, as determined by Defendant, reasonably include compliance with Section VI of this Consent Decree.

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

#### IV. DEFINITIONS

8. Unless otherwise expressly stated, the terms used in this Consent Decree that are defined in TSCA, or in regulations promulgated thereunder, shall have the meanings set forth in such definitions. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. "Certified Firm" shall mean a Firm that has applied for and received a certification under the RRP Rule from U.S. EPA or from a State or Tribe authorized to administer the RRP Rule.
- b. "Certified Renovator" shall mean a Renovator who has successfully completed a renovator course accredited by U.S. EPA or a U.S. EPA-authorized State or Tribal program.
- c. "Child-Occupied Facility" shall have the same meaning as set forth in 40 C.F.R. § 745.83.
- d. "Consent Decree" or "Decree" shall mean this Consent Decree and Exhibit A hereto, and all modifications of this Consent Decree provided such modifications were made pursuant to Section XVII of this Consent Decree. The requirements of Exhibit A of this Consent Decree are incorporated herein by reference and made a directly enforceable part of this Consent Decree.

e. “Customer Contract” shall mean a written agreement between Defendant and a customer of Defendant for any project that includes Renovation.

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

g. “Defendant” shall mean Sears Home Improvement Products, Inc.

h. “Firm” shall mean 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.

i. “Installer” shall mean a Firm or individual that enters into a written agreement with Defendant for such Firm or individual to perform a Renovation, including a Certified Firm and/or Certified Renovator.

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

k. “Minor Repair and Maintenance Activities” shall mean activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, that disrupt 6 square feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the work practices prohibited or restricted by 40 C.F.R. § 745.85(a)(3) are used and where the work does not involve window replacement or demolition of painted surface areas.

l. “Pamphlet” shall mean the U.S. EPA pamphlet titled *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools* developed under

Section 406(a) of TSCA for use under Section 406(b) of TSCA, or any State or Tribal pamphlet approved by U.S. EPA pursuant to 40 C.F.R. § 745.326 that is developed for the same purpose, as may be updated by U.S. EPA and posted on U.S. EPA's RRP website from time to time. This includes reproductions of the pamphlet when copied in full and without revision or deletion of material from the pamphlet (except for the addition or revision of State or local sources of information).

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

n. "Parties" shall mean the United States of America and Defendant.

o. "Renovation" means 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, planing thresholds to install weather stripping); and interim controls that disturb painted surfaces. A renovation performed for the purpose of converting a building, or part of a building, into Target Housing or a Child-Occupied Facility is a Renovation under this definition. The term Renovation does not include Minor Repair and Maintenance Activities, as defined above.

p. "Renovator" means an individual who either performs or directs workers who perform Renovations.

- q. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.
- r. "Target Housing" shall mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling, as defined in 40 C.F.R. § 745.103.
- s. "TSCA" means the Toxic Substances Control Act, 15 U.S.C. §§ 2601 to 2692.
- t. "U.S. EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- u. "United States" shall mean the United States of America acting on behalf of the U.S. EPA.

#### V. PENALTY

9. Within thirty (30) Days after entry of this Consent Decree, Defendant shall pay a total penalty of four hundred thousand dollars (\$400,000.00) as an administrative penalty.

10. Defendant shall pay the penalty due by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Defendant, following entry of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office in the Northern District of Illinois. At the time of payment, Defendant shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the penalty owed pursuant to the Consent Decree in *United States of America v. Sears Home Improvement Products, Inc.*, and shall reference the civil action number and DOJ case number 90-5-1-1-11241/1, to the United

States in accordance with Section XIV of this Decree (Notices); by email to

acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

11. Defendant shall not deduct the penalty paid to the United States, or any interest or stipulated penalties, paid under this Consent Decree from its federal income taxes, and the United States does not in any way release Defendant from any claims arising under Title 26 of the United States Code.

#### **VI. COMPLIANCE REQUIREMENTS**

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

13. RRP Firm Certification. Defendant shall retain and timely renew its RRP Firm Certification as set forth in 40 C.F.R. § 745.89.

14. Compliance Management.

a. Not later than thirty (30) Days following entry of this Consent Decree, Defendant shall designate an individual employed by Defendant as a point of contact to monitor Defendant's compliance with the requirements of this Consent Decree, and be the liaison with U.S. EPA for purposes of implementing the Consent Decree (hereinafter, the "Compliance Manager"). The identity of the Compliance Manager is subject to change with notice to U.S. EPA as set forth in Section XIV (Notice), below.

b. Not later than thirty (30) Days following entry of this Consent Decree, Defendant shall include a link to the page on U.S. EPA's website that provides information on lead-safe work practices (currently at <http://www2.epa.gov/lead/renovation-repair-and-painting-program>)



at an appropriate location in the "Installation Services" section of its public internet website, or such other location on Defendant's website as may be agreed to in writing by the parties.

c. Not later than thirty (30) Days following entry of this Consent Decree, Defendant shall include a prompt in its computerized selling tool that instructs Defendant's sales associates to inform Defendant's customers of the following : (i) upon completion of a project involving a Renovation in Target Housing or Child-Occupied Facility, the Installer will complete a copy of the Installer Renovation Recordkeeping Checklist ("Checklist"); (ii) the Installer must provide a copy of the completed Checklist to the customer ; and (iii) if the customer requests and fails to receive a copy of the completed Checklist from the Installer, it may contact Defendant and Defendant shall provide a copy of the Checklist to the customer as completed by the Installer, provided that the Installer has submitted the completed Checklist to Defendant, as provided by Paragraph 18.b.

15. Delivery of Pamphlet.

a. No more than 60 days before the commencement of a Renovation performed in Target Housing or Child-Occupied Facility pursuant to a Customer Contract, Defendant shall obtain and retain a signed and dated receipt from the customer who entered into the Customer Contract signifying delivery of the Pamphlet to the customer.

b. Consistent with the requirements in 40 C.F.R. § 745.84, if the dwelling unit of Target Housing or Child-Occupied Facility is not occupied by the customer who entered into the Customer Contract, Defendant shall verify that the Installer performing the Renovation provided a copy of the Pamphlet to an adult occupant of such Target Housing unit, or an adult representative of such Child-Occupied Facility prior to commencing any Renovation.

c. Defendant shall verify that Installers performing Renovations in Target Housing or Child-Occupied Facilities pursuant to a Customer Contract retain records to document the acknowledgment of receipt or attempted delivery of the Pamphlet as required by Paragraph 15.b., above.

16. Certified Firm and Certified Renovator Communication. Within thirty (30) Days following entry of the Consent Decree and every ninety (90) Days thereafter, the Defendant shall alert Certified Firms and Certified Renovators under contract with Defendant of new U.S. EPA guidance or final regulatory changes to the RRP Rule posted on U.S. EPA's RRP website, and/or guidance on Consent Decree implementation issues, if necessary, as reasonably determined by Defendant, since the previous alert.

17. Certified Firm and Certified Renovators.

a. Defendant shall use only RRP Certified Firms and Certified Renovators for any Renovation in Target Housing and/or Child-Occupied Facilities.

b. No later than thirty (30) Days following entry of the Consent Decree, and continuing thereafter for the remaining term of this Consent Decree, Defendant shall suspend Certified Firms and Certified Renovators with expired RRP Rule certifications from performing Renovations in Target Housing or Child-Occupied Facilities until such Certified Firm or Certified Renovator renews its RRP Rule certification.

c. Defendant shall suspend Certified Firms and Certified Renovators from performing Renovations in Target Housing or Child-Occupied Facilities that it deems not in compliance with the RRP Rule by no later than thirty (30) Days after any determination by Defendant that the Certified Firm or Certified Renovator did not comply with the RRP Rule. At any time, Defendant may begin contracting with a suspended Certified Firm or Certified

Renovator to perform Renovations in Target Housing or Child-Occupied Facilities upon determination by Defendant that such suspended entity has taken corrective action and come into compliance with the RRP Rule.

18. Certified Firm and Certified Renovator Work Requirements.

a. No later than thirty (30) Days following entry of this Consent Decree, Defendant shall distribute to Certified Firms and Certified Renovators under contract with Defendant the Checklist attached as Exhibit A to this Consent Decree, as Defendant may revise from time to time with the prior written approval of U.S. EPA. At the time of distribution, Defendant shall instruct Certified Firms and Certified Renovators under contract with Defendant to use the Checklist when conducting Renovations in Target Housing or Child-Occupied Facilities for Defendant's customers.

b. Prior to remitting payment to each Certified Firm and/or Certified Renovator used to perform a Renovation in Target Housing or a Child-Occupied Facility, Defendant shall verify that it has received a completed Checklist from such Certified Firm or Certified Renovator for that Renovation.

19. Complaints. Within ten (10) Days of receipt, Defendant shall commence an inquiry of all notices it receives from customers and/or State, Tribal and/or local governments regarding any alleged noncompliance with lead safe work practices for Renovations conducted in Target Housing or a Child-Occupied Facility pursuant to a Customer Contract by a Certified Firm and/or Certified Renovator under contract with Defendant ("Complaints").

20. In any project where Defendant's investigation of a Complaint confirms a deviation from lead safe work practices by a Certified Firm and/or Certified Renovator for a Renovation performed in Target Housing or Child-Occupied Facilities, Defendant shall have a

Certified Firm and/or Certified Renovator certify that the area has been cleaned as set forth in 40 C.F.R. § 745.85(b).

21. Periodic Reports.

a. No later than the last Day of the month following sixty (60) Days after the Effective Date, Defendant shall submit a periodic report to the United States regarding its implementation of the Consent Decree. Thereafter, the reporting period for each periodic report shall be ninety (90) Days until four 90 Day periodic reports have been submitted, and shall be followed by a reporting period of one hundred eighty (180) Days thereafter until the Consent Decree is terminated as set forth in Section XVIII, below. Each periodic report submitted subsequent to the initial report shall be submitted within thirty (30) Days following the end of each reporting period specified in the preceding sentence.

b. Defendant shall submit an initial periodic report to the United States that (i) states or documents that its RRP Firm Certification remains current as required in Paragraph 13; (ii) identifies the date and identity of the Compliance Manager selected as provided in Paragraph 14.a.; (iii) identifies the date the link required in Paragraph 14.b. was established; (iv) identifies the date that it revised its computerized selling tool as required by Paragraph 14.c; and (v) identifies the date that it distributed and instructed Certified Firms and Certified Renovators under contract with Defendant to use the Checklist as required in Paragraph 18.a.

c. Each periodic report shall include the following:

i. Any change to the status of Defendant's RRP Firm Certification required by Paragraph 13, identification of its Compliance Manager as required by Paragraph 14.a., or any relocation of the link required in Paragraph 14.b.;

ii. Defendant shall identify the information set forth in Paragraph 16, above,

that Defendant communicated to Certified Firms and Certified Renovators, or note that no updates were necessary;

iii. Defendant shall include information about suspensions of Certified Firms and/or Certified Renovators suspended pursuant to Paragraph 17.b., above;

iv. Defendant shall include information about the number of Certified Firms and/or Certified Renovators suspended pursuant to Paragraph 17.c, if any, along with the general location of such Certified Firms and/or Certified Renovators;

v. Defendant shall include information about the number of Certified Firms and/or Certified Renovators that Defendant paid for a Renovation performed in Target Housing or Child-Occupied Facility, but from whom Defendant did not receive a completed Checklist for that Renovation as set forth in Paragraph 18.b., above;

vi. Defendant shall include a summary of the results of its completed inquiries into each Complaint received as set forth in Paragraph 19 above, since the previous periodic report was submitted, or, if its inquiry is ongoing, a statement identifying when the inquiry began and that the inquiry is ongoing. If the inquiry is ongoing, Defendant shall provide a summary of the status of the inquiry in subsequent periodic reports until such inquiry is completed; and

vii. In any Renovation performed in Target Housing or Child-Occupied Facility where Defendant's inquiry of a Complaint confirms, in Defendant's opinion, a deviation from lead safe work practices by a Certified Firm and/or Certified Renovator under contract with Defendant, Defendant shall include a copy of the certification from the Certified Firm and/or Certified Renovator provided in Paragraph 20.

d. EPA may request more information about specific Certified Firms and/or Renovators whose actions or inactions lead to a disclosure in a periodic report and the actions or inactions that led to the disclosure, including but not limited to specific suspensions referenced in Paragraph 21.c.iii. and 21.c.iv., and/or more information about Complaint inquiries referenced in Paragraph 21.c.vi. and 21.c.vii, and/or additional information referenced in Paragraph 21.c.v.

## **VII. STIPULATED PENALTIES**

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

b. Except as provided in Paragraph 22.c., below, the total amount of stipulated penalties assessed for each Renovation under Paragraphs 23.c. and 23.d. shall be limited to three times the cost of the Renovation as specified in the Customer Contract (if that cost is less than the stipulated penalty that would otherwise be assessed under Paragraph 23.c. or 23.d.). In the event there is not sufficient information to identify the costs specific to the Renovation, then the total amount of stipulated penalties assessed under Paragraph 23.c. and 23.d., shall be limited to three times the total dollar amount of the entire project specified in the Customer Contract.

c. The limitation set forth in Paragraph 22.b., above, shall not apply if:

- i. Defendant failed to use an RRP Certified Firm and/or Certified Renovator to perform the Renovation that was the subject of the violation;
- ii. Defendant used an RRP Certified Firm and/or Certified Renovator that was suspended at the time the Renovation that was the subject of the violation was performed.

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

a. For each failure to comply with any of the requirements of Paragraphs 13, 14, 16, 17.c., 18.a., or 21, Defendant shall pay a stipulated penalty, as follows:

<u>Period of Delay or Non-Compliance</u>	<u>Penalty Per Day</u>
Days 1-30	\$1,000
Days 31-60	\$2,000
Days 61 and thereafter:	\$3,000

b. For each failure to comply with any of the requirements of Paragraphs 15.a., 17.a, 17.b., 18.b., 19 or 20, Defendant shall pay a stipulated penalty in the amount of \$2,500 per Customer Contract; and

c. For each failure to comply with any of the requirements of Paragraphs 15.b. or 15.c., Defendant shall pay a stipulated penalty in the amount of \$2,500 per Customer Contract; and

d. For failure to comply with the requirements in 40 C.F.R. § 745.85 for each Renovation performed in Target Housing or Child-Occupied Facilities, Defendant shall pay a stipulated penalty of \$7,500 per Customer Contract. In considering whether to exercise its discretion to assess stipulated penalties under this subparagraph, EPA may consider whether Defendant had a good faith basis to believe that those Certified Firms and Certified Renovators had performed the subject Renovation in accordance with 40 C.F.R. § 745.85, among other factors.

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

25. Penalties under Paragraph 23.a. shall begin to accrue on the Day after the complete performance is due or the Day a violation occurs, and shall continue to accrue through the final Day of correction of the violation or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Decree, even where those violations concern the same event.

26. Stipulated penalties shall continue to accrue as provided in Paragraph 25, during any Dispute Resolution, but need not be paid until the following:

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

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in Paragraph 26.c., below.

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



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

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

29. The stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Act, 15 U.S.C. §§ 2601-2692, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation. Defendant reserves any defenses to any actions the United States may bring pursuant to this paragraph.

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

#### **VIII. INTEREST**

31. If Defendant fails to make timely payment of the penalty or Stipulated Penalties due under this Consent Decree, Defendant shall be liable for Interest, as defined in Section IV, and Stipulated Penalties, as defined in Section VII. Such late penalty payment(s) shall include the following:

- a. Interest for any period after the due date; and

b. A six percent per-annum penalty charge if the penalty or any stipulated penalty is not paid within ninety (90) Days after the due date.

#### **IX. FORCE MAJEURE**

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

33. If any event occurs or has occurred that will delay the performance of any obligation under this Consent Decree, for which Defendant intends or may intend to assert a claim of Force majeure, Defendant shall provide written notice to the U.S. EPA as provided for in Section XIV (Notices) within ten (10) Days of when Defendant first knew that the event might cause a delay. Defendant shall provide in the notice an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and Defendant’s rationale for attributing such delay to a force majeure event if it intends to assert such a claim. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant

from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstances of which Defendant knew or should have known.

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

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

36. If Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of U.S. EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 32 and 33, above. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to U.S. EPA and the Court.

**X. DISPUTE RESOLUTION**

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

38. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is modified by written agreement. The failure to submit a Notice of Dispute within ten (10) Days from the date upon which the issue in dispute first arises waives Defendant's right to invoke dispute resolution under this Section. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within sixty (60) Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

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

40. The United States shall serve its Statement of Position within sixty (60) Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position

and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

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

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

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

44. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 26. If

Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

**XI. INFORMATION COLLECTION AND RETENTION**

45. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

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

46. Upon request, U.S. EPA shall provide Defendant splits of any samples taken by U.S. EPA.

47. Until three years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contracted Firms, contracted Renovators and agents to preserve, all non-identical copies of all documents, records, or other information (including documents,

records, or other information in electronic form) in its or its contracted Firms', contracted Renovators' or agents' possession, or that come into its or its contracted Firms', contracted Renovators' or agents' possession, and that relate to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, EPA may submit a written request to review the information.

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

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

50. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits not addressed by this Consent Decree, nor does it limit or affect any duty

or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits not addressed by this Consent Decree.

## **XII. EFFECT OF SETTLEMENT**

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

52. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under TSCA or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 51.

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

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



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

### **XIII. COSTS**

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

### **XIV. NOTICES**

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

To the United States:

Chief, Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, DC 20044  
Re: DOJ No. 90-5-1-1-10673

To U.S. EPA:

Chief, Pesticides and Toxics Compliance Section  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Boulevard (LC-8J)  
Chicago, IL 60604

and

Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Boulevard (C-14J)  
Chicago, IL 60604

To Defendant:

SHIP Home Improvement Products, Inc.  
Attn: Associate General Counsel, Home Services  
3333 Beverly Road  
Hoffman Estates, Illinois 60179

and

Beveridge & Diamond, P.C.  
Attn: John N. Hanson  
1350 I Street, N.W.  
Suite 700  
Washington, DC 20005

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

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

**XV. EFFECTIVE DATE**

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

**XVI. RETENTION OF JURISDICTION**

61. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X and XVII, or effectuating or enforcing compliance with the terms of this Decree.

**XVII. MODIFICATION**

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

63. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 43, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

**XVIII. TERMINATION**

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

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

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

#### **XIX. PUBLIC PARTICIPATION**

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

#### **XX. SIGNATORIES**

68. Each undersigned representative of Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

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

**XXI. INTEGRATION**

70. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

**XXII. FINAL JUDGMENT**

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

**XXIII. APPENDIX**


72. The following appendix is attached to and part of this Consent Decree: Exhibit A is the Installer Renovation Recordkeeping Checklist.


SO ORDERED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
United States District Judge

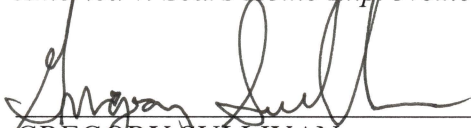
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Sears Home Improvement Products, Inc.*, subject to public notice and comment.

FOR PLAINTIFF, UNITED STATES OF AMERICA:

  
Date 9/23/16  
JOHN C. CRUDEN  
Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice

  
Date 9/27/16  
JAMES D. FREEMAN  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
999 18th Street  
South Terrace, Suite 370  
Denver, CO 80202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Sears Home Improvement Products, Inc.*, subject to public notice and comment.

  
\_\_\_\_\_  
GREGORY SULLIVAN

Date 8/9/16

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

  
\_\_\_\_\_  
AMOS PRESLER

Date 8/9/16

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

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Sears Home Improvement Products, Inc.*, subject to public notice and comment.



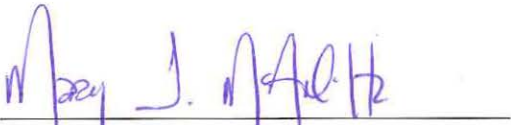
Date 8/24/16

ROBERT A. KAPLAN  
Acting Regional Administrator  
U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604  
(312) 886-3000



Date 8/17/2016

T. LEVERETT NELSON  
Regional Counsel  
U. S. Environmental Protection Agency  
Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604  
(312) 886-6675



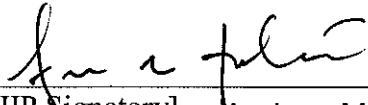
Date August 9, 2016

MARY T. McAULIFFE  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604  
(312) 886-6237



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Sears Home Improvement Products, Inc.*, subject to public notice and comment.

FOR SEARS HOME IMPROVEMENT PRODUCTS, INC.:

  
\_\_\_\_\_  
[SHIP Signatory] Andrew M. Johnstone

Date 8/18/16

# Exhibit A

**SEARS HOME IMPROVEMENT PRODUCTS, INC.  
INSTALLER LEAD RENOVATION, REPAIR AND PAINTING ("LRRP") CHECKLIST FOR RENOVATION  
PERFORMED IN PRE-1978 HOUSING AND CHILD-OCCUPIED FACILITIES**

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

**General Project Information:**

Customer Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Customer Address: \_\_\_\_\_  
City State Zip

Installation Address: \_\_\_\_\_  
(If different than above)

Installer firm name and certification number (copy of the firm certificate must be on file with Sears Home Improvement Products, Inc.):

\_\_\_\_\_  
Firm Name Certificate Number

Assigned renovator name & certification number (copy of initial and refresher training certificate must be available on the work site):

\_\_\_\_\_  
Renovator Name Certification Number

Brief description of renovation project (include painted surfaces disturbed and estimated size):

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

\_\_\_\_\_ **Yes and a copy of the determination is on file. (Form is COMPLETE. Sign certification on last page.)**

\_\_\_\_\_ **No (Continue to next section, "Lead Testing Information")**

**SEARS HOME IMPROVEMENT PRODUCTS, INC. INSTALLER LRRP CHECKLIST FOR RENOVATION  
PERFORMED IN PRE-1978 HOUSING AND CHILD-OCCUPIED FACILITIES**

**LEAD TESTING INFORMATION:**

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ N/A                      \_\_\_\_\_ Assumed to have lead-based paint

Identify workers and kits used and describe components tested, sampling locations and results below. Follow the lead test kit directions completely when testing components. Document paint chip sampling and laboratory results.

Certified Renovator Name	Certification Number

Attach additional sheets as needed.

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

Attach additional sheets as needed.

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

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

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

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

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

**SEARS HOME IMPROVEMENT PRODUCTS, INC. INSTALLER LRRP CHECKLIST FOR RENOVATION PERFORMED IN PRE-1978 HOUSING AND CHILD-OCCUPIED FACILITIES**

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

(40 C.F.R. Parts §§ 745.84-745-86 or applicable state program)

Please acknowledge one of the following:

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

**OR**

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

**OR**

Certificates of attempted delivery of the Renovate Right pamphlet to adult occupants of dwelling units or adult representatives of child-occupied facilities are on file.

If the renovation project involved a common area of a multi-unit building, is a signed statement describing the steps performed to notify all occupants of multi-unit housing of the renovation activities, to provide the Renovate Right pamphlet to all occupants, and to inform of any changes to the renovation activities, on file?

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **N/A**

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

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **N/A**

Name(s) of dust sampling technician, inspector, or risk assessor, if used:

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**SEARS HOME IMPROVEMENT PRODUCTS, INC. INSTALLER LRRP CHECKLIST FOR RENOVATION PERFORMED IN PRE-1978 HOUSING AND CHILD-OCCUPIED FACILITIES**

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

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

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

List names of workers trained:

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Did the renovator post signs defining work area to keep others out of renovation work area, including the posting of warning signs at the entrance to work area?

\_\_\_\_\_ **Yes**      \_\_\_\_\_ **N/A**

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

**(INTERIORS)**

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

**(EXTERIORS)**

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

**SEARS HOME IMPROVEMENT PRODUCTS, INC. INSTALLER LRRP CHECKLIST FOR RENOVATION PERFORMED IN PRE-1978 HOUSING AND CHILD-OCCUPIED FACILITIES**

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

**Please acknowledge the following, if applicable:**

None of the prohibited and restricted work practices were employed.

\_\_\_\_\_ **Yes**            \_\_\_\_\_ **N/A**

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

\_\_\_\_\_ **Yes**            \_\_\_\_\_ **N/A**

Work site was properly cleaned after renovation:

\_\_\_\_\_ **Yes**            \_\_\_\_\_ **N/A**

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

If the certified renovator performed post- renovation cleaning verification, describe results, including the number of wet and dry cloths used:

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**OR**

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

\_\_\_\_\_ **Yes**            \_\_\_\_\_ **N/A**

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

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**SEARS HOME IMPROVEMENT PRODUCTS, INC. INSTALLER LRRP CHECKLIST FOR RENOVATION  
PERFORMED IN PRE-1978 HOUSING AND CHILD-OCCUPIED FACILITIES**

**INSTALLER CERTIFICATION**

I, the undersigned Installer, certify under penalty of law that the above information is true and complete, and do hereby certify that I have complied with all requirements of the Lead Renovation, Repair, and Painting Rule ("RRP RULE"), 40 C.F.R. § 745.80, et seq., any applicable state laws or program regulating lead-based paint safe work practices, and all applicable policies of Sears Home Improvement Products, Inc., including compliance with all information distribution, notice requirements and work practice standards in performing this renovation project. I certify that I have provided the customer with all documentation required to be supplied under the RRP Rule or applicable state program and shall retain all copies of all the records required to be retained by the RRP Rule or applicable state program for at least 3 (three) years (or longer, if required by the RRP Rule or applicable state program). In addition, if requested by the customer, I understand Sears Home Improvement Products, Inc. will provide the customer with a completed copy of this Renovation Recordkeeping Checklist.

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Installer Name and Title

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Date