

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

**TO BE FILLED OUT BY ORIGINATING OFFICE:**

(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: JEFFREY S. NAST 8/27/08  
Name of Contact person Date

in the Office of Regional Counsel at (215) 814-2652  
Office Phone number

Non-SF Jud. Order/Consent Decree. DOJ COLLECTS  
 Administrative Order/ Consent Agreement FMD COLLECTS PAYMENT

SF Jud. Order/Consent Decree. FMD COLLECTS

This is an original debt  This is a modification

Name of Person and/or Company/Municipality making the payment  
ALISHAN, INC.

The Total Dollar Amount of Receivable 14,430.07 (14K PENALTY & 430.07 INTEREST)  
(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number RCRA-03-2007-0279

The Site-Specific Superfund Acct. Number \_\_\_\_\_

The Designated Regional/HQ Program Office Land & Chemicals DIV.

**TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:**

The IFMS Accounts Receivable Control Number \_\_\_\_\_

If you have any questions call: \_\_\_\_\_  
Name of Contact Date

in the Financial Management Office, phone number: \_\_\_\_\_

**JUDICIAL ORDERS:** Copies of this form with an attached copy of the front page of the final judicial order should be mailed to:

1. U.S. Environmental Protection Agency  
Cincinnati Finance Center  
26 W. Martin Luther King Drive (MS-002)  
Cincinnati, OH 45268
2. Originating Office (ORC)
3. Designated Program Office

Attn: Lori Weidner

**ADMINISTRATIVE ORDERS:** Copies of this form with an attached copy of the front page of the administrative order should be sent to:

1. Originating Office
2. Designated Program Office
3. Regional Hearing Clerk
3. Regional Counsel

- 1<sup>st</sup> Payment: In the amount of five hundred eighty-three dollars and thirty-three cents (\$583.33), consisting of a principal payment of \$583.33 and an interest payment of \$0.00, shall be paid within thirty (30) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 2<sup>nd</sup> Payment: In the amount of six hundred forty-nine dollars and forty-nine cents (\$649.49), consisting of a principal payment of \$583.33 and an interest payment of \$66.16, shall be paid within sixty (60) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 3<sup>rd</sup> Payment: In the amount of six hundred fourteen dollars and ninety-seven cents (\$614.97), consisting of a principal payment of \$583.33 and an interest payment of \$31.64, shall be paid within ninety (90) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 4<sup>th</sup> Payment: In the amount of six hundred thirteen dollars and fifty-four cents (\$613.54), consisting of a principal payment of \$583.33 and an interest payment of \$30.21, shall be paid within one hundred twenty (120) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 5<sup>th</sup> Payment: In the amount of six hundred twelve dollars and ten cents (\$612.10), consisting of a principal payment of \$583.33 and an interest payment of \$28.77, shall be paid within one hundred fifty (150) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 6<sup>th</sup> Payment: In the amount of six hundred ten dollars and sixty-six cents (\$610.66), consisting of a principal payment of \$583.33 and an interest payment of \$27.33, shall be paid within one hundred eighty (180) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 7<sup>th</sup> Payment: In the amount of six hundred nine dollars and twenty-two cents (\$609.22), consisting of a principal payment of \$583.33 and an interest payment of \$25.89, shall be paid within two hundred ten (210) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 8<sup>th</sup> Payment: In the amount of six hundred seven dollars and seventy-eight cents (\$607.78), consisting of a principal payment of \$583.33 and an interest payment of \$24.45, shall be paid within two hundred forty (240) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 9<sup>th</sup> Payment: In the amount of six hundred six dollars and thirty-four cents (\$606.34), consisting of a principal payment of \$583.33 and an interest payment of \$23.01, shall be paid within two hundred seventy (270) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 10<sup>th</sup> Payment: In the amount of six hundred four dollars and ninety-one cents (\$604.91), consisting of a principal payment of \$583.33 and an interest payment of \$21.58, shall be paid within three hundred (300) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 11<sup>th</sup> Payment: In the amount of six hundred three dollars and forty-seven cents (\$603.47), consisting of a principal payment of \$583.33 and an interest payment of \$20.14, shall be paid within three hundred thirty (330) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- 12<sup>th</sup> Payment: In the amount of six hundred two dollars and three cents (\$602.03), consisting of a

principal payment of \$583.33 and an interest payment of \$18.70, shall be paid within three hundred sixty (360) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

13<sup>th</sup> Payment: In the amount of six hundred dollars and fifty-nine cents (\$600.59), consisting of a principal payment of \$583.33 and an interest payment of \$17.26, shall be paid within three hundred ninety (390) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

14<sup>th</sup> Payment: In the amount of five hundred ninety-nine dollars and fifteen cents (\$599.15), consisting of a principal payment of \$583.33 and an interest payment of \$15.82, shall be paid within four hundred twenty (420) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

15<sup>th</sup> Payment: In the amount of five hundred ninety-seven dollars and seventy-one cents (\$597.71), consisting of a principal payment of \$583.33 and an interest payment of \$14.38, shall be paid within four hundred fifty (450) days of the date on which this CAFO is mailed or hand-delivered to Respondent

16<sup>th</sup> Payment: In the amount of five hundred ninety-six dollars and twenty-eight cents (\$596.28), consisting of a principal payment of \$583.33 and an interest payment of \$12.95, shall be paid within four hundred eighty (480) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

17<sup>th</sup> Payment: In the amount of five hundred ninety-four dollars and eighty-four cents (\$594.84), consisting of a principal payment of \$583.33 and an interest payment of \$11.51, shall be paid within five hundred ten (510) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

18<sup>th</sup> Payment: In the amount of five hundred ninety-three dollars and forty cents (\$593.40), consisting of a principal payment of \$583.33 and an interest payment of \$10.07, shall be paid within five hundred forty (540) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

19<sup>th</sup> Payment: In the amount of five hundred ninety-one dollars and ninety-six cents (\$591.96), consisting of a principal payment of \$583.33 and an interest payment of \$8.63, shall be paid within five hundred seventy (570) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

20<sup>th</sup> Payment: In the amount of five hundred ninety dollars and fifty-two cents (\$590.52), consisting of a principal payment of \$583.33 and an interest payment of \$7.19, shall be paid within six hundred (600) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

21<sup>st</sup> Payment: In the amount of five hundred eighty-nine dollars and eight cents (\$589.08), consisting of a principal payment of \$583.33 and an interest payment of \$5.75, shall be paid within six hundred thirty (630) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

22<sup>nd</sup> Payment: In the amount of five hundred eighty-seven dollars and sixty-five cents (\$587.65), consisting of a principal payment of \$583.33 and an interest payment of \$4.32, shall be paid within six hundred sixty (660) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

23<sup>rd</sup> Payment: In the amount five hundred eighty-six dollars and twenty-one cents (\$586.21), consisting of a principal payment of \$583.33 and an interest payment of \$2.88,

shall be paid within six hundred ninety (690) days of the date on which this CAFO is mailed or hand-delivered to Respondent; and

24<sup>th</sup> Payment: In the amount of five hundred eighty-four dollars and eighty-five cents (\$584.85), consisting of a principal payment of \$583.41 and an interest payment of \$1.44, shall be paid within seven hundred twenty (720) days of the date on which this CAFO is mailed or hand-delivered to Respondent.

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
BEFORE THE ADMINISTRATOR**

In the Matter of:	)	Consent Agreement
	)	
Shabbir Shaikh	)	U.S. EPA Docket Number
1313 North Quaker Lane	)	RCRA-03-2007-0279
Alexandria, VA 22302	)	
	)	
Alishan, Inc. t/a Royal Service Center	)	
1313 North Quaker Lane	)	
Alexandria, VA 22302	)	
	)	
RESPONDENTS	)	
	)	
Royal Service Center	)	
1313 North Quaker Lane	)	
Alexandria, Virginia 22302	)	
	)	
FACILITY	)	

**CONSENT AGREEMENT AS TO RESPONDENT, ALISHAN, INC.**

**I. PRELIMINARY STATEMENT**

1. On September 4, 2007, the Director, Land and Chemicals Division (formerly known as the Waste and Chemicals Management Division), U.S. Environmental Protection Agency, Region III ("Complainant" or "EPA" or "Agency") issued an Administrative Complaint, Compliance Order and Notice of Opportunity for Hearing ("Complaint") against Shabbir Shaikh and Alishan, Inc., t/a Royal Service Center pursuant to Section 9006(a) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6991e(a).
2. This Consent Agreement is entered into by Complainant and one Respondent, Alishan, Inc. ("Respondent"), in settlement of EPA's claims against such Respondent for civil

penalties under Section 9006(d) of RCRA, 42 U.S.C. § 6991e(d), for the violations alleged in the Complaint.

3. For the purposes of this proceeding, Respondent admits the jurisdictional allegations of the Complaint.
4. Respondent neither admits nor denies the Findings of Fact contained in the Complaint, except as provided in Paragraph 3, above.
5. For the purposes of this proceeding only, Respondent hereby expressly waives its right to a hearing on any issue of law or fact set forth in the Complaint, and any right to appeal the accompanying Final Order.
6. The settlement agreed to by the Respondent in this Consent Agreement reflects the desire of such Respondent to resolve this matter without continued litigation.
7. Respondent consents to the issuance of this Consent Agreement and to the attached Final Order (collectively, the "CAFO") and agree to comply with their terms. Respondent agrees not to contest Complainant's jurisdiction with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement thereof.
8. This CAFO resolves only EPA's claims for civil penalties against Respondent for the specific violations alleged in the Complaint. EPA reserves the right to commence action against any person, including the Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all

limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice.

9. EPA reserves any rights and remedies available to it under RCRA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this Consent Agreement and Final Order, following its filing with the Regional Hearing Clerk. Respondent reserves all available rights and defenses it may have to defend themselves in any such action.
10. Nothing in this Consent Agreement and Final Order shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local environmental statutes and regulations.
11. Respondent is aware that the submission of false or misleading information to the United States government may subject them to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondent to Complainant regarding the matters at issue in the Findings of Fact and Conclusions of Law are false or, in any material respect, inaccurate.
12. Each party shall bear its own costs and attorney's fees in connection with this proceeding.

## **II. EPA'S FINDINGS OF FACT AND CONCLUSIONS OF LAW**

13. EPA's Findings of Fact and Conclusions of Law set forth in the Complaint are hereby incorporated into this Consent Agreement as if set forth fully herein.

### **III. CERTIFICATION OF COMPLIANCE**

14. As to all relevant provisions of RCRA Subtitle I, 42 U.S.C. §§ 6991-6991m, and the Commonwealth of Virginia's Authorized Underground Storage Tank Regulations 9 VAC 25-580-10, et seq., allegedly violated by Respondent as set forth in the Findings of Fact and Conclusions of Law, above, Respondent certifies to EPA that, upon investigation, to the best of Respondent's knowledge and belief, Respondent is presently in compliance with all such relevant provisions.

### **IV. CIVIL PENALTIES**

15. In settlement of the above-captioned action, Respondent agrees to pay a civil penalty of Fourteen Thousand Dollars (\$14,000.00) in satisfaction of all claims for civil penalties against Respondent for the violations alleged in the Complaint, plus any applicable interest, as described below. Such civil penalty amount shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO. Respondent agrees to pay the above civil penalty in full, plus accrued interest, by remitting installment payments in accordance with Paragraph 21, below.
16. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondents' failure to make timely payment or to comply with the conditions in this CAFO may result in the assessment of late payment charges including additional interest, penalties, and/or administrative costs of handling delinquent debts.



17. Interest on any civil penalty assessed in a CAFO begins to accrue on the date that a copy of such CAFO is mailed or hand-delivered to the Respondent. EPA does not seek to recover interest on any amount of such civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest on the portion of a civil penalty not paid within such 30 calendar day period will be assessed at the rate of the U.S. Treasury Tax and Loan Rate (currently 3%) in accordance with 40 C.F.R. § 13.11(a). Accordingly, interest payments on each outstanding installment of the civil penalty assessed herein are set forth in Paragraph 22 of this CAFO.
18. The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's Resources Management Directives - Cash Management, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
19. A penalty charge of six percent per year will be assessed monthly on any portion of an installment payment which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
20. In order to avoid the assessment of administrative costs for overdue debts, as described above, Respondent must remit installment payments for the civil penalty and accrued interest in accordance with the payment schedule set forth in Paragraph 21, below. In order to avoid the assessment of late payment penalty charges, as described above, Respondent must remit all installment payments not later than 90 days after the date each such payment is due.

21. The civil penalty of fourteen thousand dollars (\$14,000.00) set forth in Paragraph 15, above, shall be paid in twenty-four (24) installments with interest at the rate of three percent (3%) per annum on the outstanding principal balance in accordance with the following schedule:
- a. 1<sup>st</sup> Payment: In the amount of five hundred eighty-three dollars and thirty-three cents (\$583.33), consisting of a principal payment of \$583.33 and an interest payment of \$0.00, shall be paid within thirty (30) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
  - b. 2<sup>nd</sup> Payment: In the amount of six hundred forty-nine dollars and forty-nine cents (\$649.49), consisting of a principal payment of \$583.33 and an interest payment of \$66.16, shall be paid within sixty (60) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
  - c. 3<sup>rd</sup> Payment: In the amount of six hundred fourteen dollars and ninety-seven cents (\$614.97), consisting of a principal payment of \$583.33 and an interest payment of \$31.64, shall be paid within ninety (90) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
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  - f. 6<sup>th</sup> Payment: In the amount of six hundred ten dollars and sixty-six cents (\$610.66), consisting of a principal payment of \$583.33 and an interest payment of \$27.33, shall be paid within one hundred eighty (180) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
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- interest payment of \$24.45, shall be paid within two hundred forty (240) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- i. 9<sup>th</sup> Payment: In the amount of six hundred six dollars and thirty-four cents (\$606.34), consisting of a principal payment of \$583.33 and an interest payment of \$23.01, shall be paid within two hundred seventy (270) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
  - j. 10<sup>th</sup> Payment: In the amount of six hundred four dollars and ninety-one cents (\$604.91), consisting of a principal payment of \$583.33 and an interest payment of \$21.58, shall be paid within three hundred (300) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
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  - n. 14<sup>th</sup> Payment: In the amount of five hundred ninety-nine dollars and fifteen cents (\$599.15), consisting of a principal payment of \$583.33 and an interest payment of \$15.82, shall be paid within four hundred twenty (420) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
  - o. 15<sup>th</sup> Payment: In the amount of five hundred ninety-seven dollars and seventy-one cents (\$597.71), consisting of a principal payment of \$583.33 and an interest payment of \$14.38, shall be paid within four hundred fifty (450) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
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- eighty (480) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- q. 17<sup>th</sup> Payment: In the amount of five hundred ninety-four dollars and eighty-four cents (\$594.84), consisting of a principal payment of \$583.33 and an interest payment of \$11.51, shall be paid within five hundred ten (510) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
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- w. 23<sup>rd</sup> Payment: In the amount five hundred eighty-six dollars and twenty-one cents (\$586.21), consisting of a principal payment of \$583.33 and an interest payment of \$2.88, shall be paid within six hundred ninety (690) days of the date on which this CAFO is mailed or hand-delivered to Respondent; and
- x. 24<sup>th</sup> Payment: In the amount of five hundred eighty-four dollars and eighty-five cents (\$584.85), consisting of a principal payment of \$583.41 and an interest payment of \$1.44, shall be paid within seven hundred twenty (720) days of the date on which this CAFO is mailed or hand-delivered to Respondent.

22. Pursuant to the above schedule, Respondent will remit total payments in the amount of Fourteen Thousand Four Hundred Thirty Dollars and Seven Cents (\$14,430.07) which includes a civil penalty in the amount of Fourteen Thousand Dollars (\$14,000.00) and interest payments in the amount of Four Hundred Thirty Dollars and Seven Cents (\$430.07).
23. The aforesaid settlement amount was based upon EPA's consideration of a number of factors, including, but not limited to, the Respondent's ability to pay the proposed penalty, the statutory factors as provided in RCRA Section 9006(c)-(e), 42 U.S.C. § 6991e(c)-(e), and EPA's Penalty Guidance for Violations of UST Regulations ("UST Guidance") dated November 4, 1990.
24. Respondent agrees not to deduct for civil taxation purposes the civil penalty paid pursuant to this CAFO.
25. If Respondent fails to make one of the installment payments in accordance with the schedule set forth above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment.
26. Notwithstanding Respondent's agreement to pay the assessed civil penalty in accordance with the schedule set forth above, Respondent may pay the entire civil penalty of Fourteen Thousand Dollars (\$14,000.00) within thirty (30) calendar days after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent, and, thereby, avoid the assessment of interest pursuant to 40 C.F.R. § 13.11(a) as described above.

27. Having determined that this Consent Agreement is in accordance with law and that the civil penalty amount was determined after consideration of an ability to pay analysis and the statutory factors set forth in Section 9006(c)-(e) of RCRA, 42 U.S.C. § 6991e(c)-(e), EPA hereby agrees and acknowledges that payment of the civil penalty shall be in full and final satisfaction of all civil claims for penalties which Complainant has under Section 9006(d) of RCRA, 42 U.S.C. § 6991e(d), against Respondent for the violations alleged in the Complaint.

28. Respondent shall remit the civil penalty, and any associated interest, administrative fees and late payment penalties, as described above, via one of the following methods:

- a. Via U.S. Postal Service regular mail of a certified or cashier's check, made payable to the "United States Treasury", sent to the following address:

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

- b. Via overnight delivery of a certified or cashier's check, made payable to the "United States Treasury", sent to the following address:

US Environmental Protection Agency  
Fines and Penalties  
U.S. Bank  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
St. Louis, MO 63101

*The U.S. Bank customer service contact for both regular mail and overnight delivery is Natalie Pearson, who may be reached at 314-418-4087.*

- c. Via electronic funds transfer ("EFT") to the following account:

Federal Reserve Bank of New York  
ABA No. 021030004  
Account No. 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"

*The Federal Reserve customer service contact may be reached at 212-720-5000.*

- d. Via automatic clearinghouse ("ACH"), also known as Remittance Express ("REX"), to the following account:

PNC Bank  
ABA No. 05136706  
Environmental Protection Agency  
Account 310006  
CTX Format  
Transaction Code 22 - checking  
808 17th Street NW  
Washington, D.C. 20074.

*The PNC Bank customer service contact, Jesse White, may be reached at 301-887-6548.*

- e. Via on-line payment (from bank account, credit card, debit card), access "www.pay.gov" and enter "sfo 1.1" in the search field. Open the form and complete the required fields.
29. All payments by the Respondent shall include the Respondent's name and address and the EPA Docket Number of this Consent Agreement (RCRA-03-2007-0279).
30. At the time of payment, Respondent shall send a notice of such payment, including a copy of the check, EFT authorization or ACH authorization, as appropriate to:

Lydia Guy  
Regional Hearing Clerk  
U.S. Environmental Protection Agency  
Region III (Mail Code 3RC00)  
1650 Arch Street  
Philadelphia, PA 19103-2029

and

Jeffrey S. Nast  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region III (Mail Code 3RC30)  
1650 Arch Street  
Philadelphia, PA 19103-2029

**V. PARTIES BOUND**

31. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent and Respondent's officers and directors (in their official capacity), successors and assigns. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent acknowledges that he or she is fully authorized to enter into this Consent Agreement and to bind the Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.


**VI. EFFECTIVE DATE**

32. The effective date of this Consent Agreement and Final Order is the date on which it is filed with the Regional Hearing Clerk after signature by the Regional Judicial Officer or Regional Administrator.



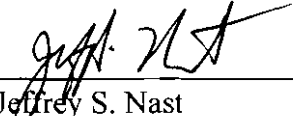
For Respondent Alishan, Inc. t/a Royal Service Center:

Date: Aug 14, 2008

By:   
\_\_\_\_\_  
Shabbir Shaikh, President

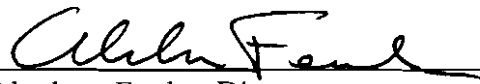
For Complainant United States Environmental Protection Agency, Region III:

Date: 8/27/08

By:   
\_\_\_\_\_  
Jeffrey S. Nast  
Assistant Regional Counsel

After reviewing the foregoing Consent Agreement and other pertinent information, the Director, Land and Chemical Division, EPA Region III, recommends that the Regional Administrator or the Regional Judicial Officer issue the Final Order attached hereto.

9/2/08  
Date

By:   
\_\_\_\_\_  
Abraham Ferdas, Director  
Land and Chemicals Management Division

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
BEFORE THE ADMINISTRATOR**

In the Matter of:	)	
	)	
Shabbir Shaikh	)	
1313 North Quaker Lane	)	Final Order
Alexandria, VA 22302	)	
	)	U.S. EPA Docket Number
Alishan, Inc. t/a Royal Service Center	)	RCRA-03-2007-0279
1313 North Quaker Lane	)	
Alexandria, VA 22302	)	
	)	
	)	
Respondents	)	
	)	
Royal Service Center	)	
1313 North Quaker Lane	)	
Alexandria, Virginia 22302	)	
	)	
FACILITY	)	

**FINAL ORDER**

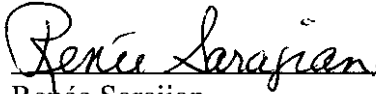
The Director, Land and Chemicals Division (formerly known as the Waste and Chemicals Management Division), U.S. Environmental Protection Agency - Region III (“Complainant”), and Alishan, Inc. t/a Royal Service Center (“Respondent”), have executed a document entitled “Consent Agreement As To Respondent Alishan, Inc.” which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

**NOW THEREFORE**, pursuant to Section 9006(a) of the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6991e(a), and based on representations in the Consent

Agreement that the penalty agreed to in the Consent Agreement is based on a consideration of the factors set forth in Section 9006(c)-(e) of RCRA, 42 U.S.C. § 6991e(c)-(e), Respondent is hereby ordered to pay a civil penalty of fourteen thousand dollars (\$14,000.00), as set forth in Section IV of the Consent Agreement, and to comply with the terms and conditions of the Consent Agreement.

The effective date of this document is the date on which it is filed with the Regional Hearing Clerk after signature by the Regional Administrator or Regional Judicial Officer.

Date: 9/3/08

  
\_\_\_\_\_  
Renée Sarajian  
Regional Judicial Officer  
U.S. EPA, Region III

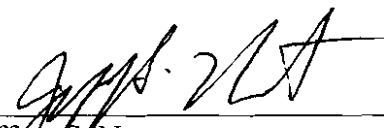
**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the date listed below, the original of the foregoing Consent Agreement and Final Order, EPA Docket No. RCRA-03-2007-0279, was filed with the Regional Hearing Clerk, U.S. EPA - Region III, 1650 Arch Street, Philadelphia, Pennsylvania, 19103-2029, and that a true and correct copy was sent via FedEx to the following:

Hon. Susan L. Biro, C.A.L.J.  
U.S. Environmental Protection Agency  
Office of Administrative Law Judges  
Franklin Court, Suite 350  
1099 14th St. NW  
Washington, DC 20005


William L. Taylor, Esq.  
Counsel for Respondent  
Taylor & Powell, LLC  
King Street Station I  
1800 Diagonal Rd., Ste. 600  
Alexandria, VA 22314

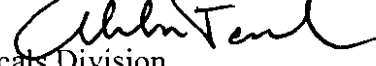
Dated: 9/4/08

  
\_\_\_\_\_  
Jeffrey S. Nast  
Assistant Regional Counsel  
U.S. EPA - Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

**SUBJECT:** Transmittal Memorandum  
In the Matter of: Shabbir Shaikh and Alishan, Inc. t/a  
Royal Service Center.  
U.S. EPA Docket No. RCRA-03-2007-0279

**FROM:** William C. Early (3RC00)   
Regional Counsel

Abraham Ferdas (3LC00)   
Director, Land and Chemicals Division

**TO:** Renée Sarajian (3RC00)  
Regional Judicial Officer

The attached Consent Agreement and Final Order (“CAFO”) were negotiated in settlement of an Administrative Complaint, Compliance Order and Notice of Opportunity for a Hearing (“Complaint”) issued on September 4, 2007 pursuant to Section 9006 of the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6991e, to Shabbir Shaikh and Alishan, Inc., t/a Royal Service Center (“Respondents”) concerning violations by the Respondents of RCRA and the authorized Virginia Underground Storage Tank Program that occurred at the Royal Service Center facility (“Facility”) located in Alexandria, Virginia. The attached CAFO was entered into with Alishan, Inc., t/a Royal Service Center (“Alishan”), only. EPA intends to withdraw the Complaint against the remaining respondent, Shabbir Shaikh, pursuant to 40 C.F.R. § 22.14(d). Pursuant to the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22, Final Orders are required to be signed by the Regional Administrator, or his designee, the Regional Judicial Officer in U.S. EPA Region III. The attached CAFO will become effective upon its filing with the Regional Hearing Clerk. Respondent, Alishan has agreed to pay a civil penalty in the amount of \$14,000.00, to be paid in installments with interest in settlement of this action. The agreed upon civil penalty was based upon Complainant’s consideration of a number of factors, including, but not limited to, the statutory factors set forth in Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), and EPA’s October 1990 RCRA “Civil Penalty Policy”. We concur with the terms of the attached CAFO. Accordingly, we recommend that you sign the attached Final Order and return the CAFO to the Office of Regional Counsel for further processing.

cc: William L. Taylor, Esq.