

U. S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7
901 N. 5th STREET
KANSAS CITY, KANSAS 66101

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ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

BEFORE THE ADMINISTRATOR

In the Matter of)
)
)

Premier Property Management, LLC d/b/a)
Delaware Premier Property Management, LLC)
and)
S2S Sunswept Associates, LLC)

Respondents)
)

Docket No. TSCA-07-2009-0005

COMPLAINT AND NOTICE OF
OPPORTUNITY FOR HEARING

COMPLAINT

Jurisdiction

1. This Complaint and Notice of Opportunity for Hearing (Complaint) serves as notice that the United States Environmental Protection Agency (EPA), Region 7 has reason to believe that Respondents have violated Section 409 of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2689, by failing to comply with the regulatory requirements of 40 C.F.R. Part 745, Subpart F, *Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property*, promulgated pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d.

2. This administrative action for the assessment of civil penalties is instituted pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in accordance with the EPA's Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits, 40 C.F.R. Part 22, (Consolidated Rules) a copy of which is enclosed along with this Complaint.

Parties

3. The Complainant, by delegation from the Administrator of the EPA, is the Chief of the Toxics and Pesticides Branch at EPA, Region 7.

4. The Respondents are Premier Property Management, LLC, doing business as Delaware Premier Property Management, LLC (Premier); and S2S Sunswept Associates, LLC, a Delaware corporation that is licensed to do business in Missouri (Sunswept).

Statutory and Regulatory Background

5. Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), 42 U.S.C. §§ 4851 to 4856, to address the need to control exposure to lead-based paint hazards. The Act amended TSCA by adding Sections 401 to 412, 15 U.S.C. §§ 2681 to 2692. Section 1018 of the Act required EPA and the Department of Housing and Urban Development to jointly issue regulations requiring the disclosure of known lead-based paint and/or lead-based paint hazards by persons selling or leasing housing constructed before the phaseout of residential lead-based paint use in 1978. The regulations, issued March 6, 1996, and codified at 40 C.F.R. Part 745, Subpart F, require that sellers and lessors of most residential housing built before 1978: a) disclose the presence of known lead-based paint and/or lead-based paint hazards in the target housing; b) provide purchasers and lessees with any available records or reports pertaining to the presence of lead-based paint and/or lead-based paint hazards; c) provide purchasers and lessees with a federally approved lead hazard information pamphlet; d) provide purchasers with a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before the purchaser is obligated under any purchase contract; and e) include certain disclosure and acknowledgment language in the sales or leasing contract. The failure or refusal to comply with the regulations is a violation of Section 1018 of the Act and Section 409 of TSCA.

Violations

6. The Complainant hereby states and alleges that Respondents have jointly and severally violated TSCA and federal regulations promulgated thereunder, as follows:

First Property - 14323 Sunswept Park Court, #106, Florissant, Missouri - Counts 1-3

Count 1

7. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

8. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of 14323 Sunswept Park Court, #106, Florissant, Missouri (the First Property). Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the First Property.

9. The First Property was constructed before 1978.

10. The First Property is "target housing" as defined by 40 C.F.R. § 745.103.

11. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

12. Information collected during the evaluation showed that Respondents entered into a contract to lease the First Property on or about November 29, 2006.

13. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the First Property.

14. Respondents' failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the First Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

15. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

16. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$770 be assessed against Respondents.

Count 2

17. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

18. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the First Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the First Property.

19. The First Property was constructed before 1978.

20. The First Property is "target housing" as defined by 40 C.F.R. § 745.103.

21. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondent as part of that evaluation.

22. Information collected during the evaluation showed that Respondents entered into a contract to lease the First Property on or about November 29, 2006.

23. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the First Property.

24. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the First Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

25. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

26. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$260 be assessed against Respondents.

Count 3

27. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

28. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the First Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the First Property.

29. The First Property was constructed before 1978.

30. The First Property is "target housing" as defined by 40 C.F.R. § 745.103.

31. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

32. Information collected during the evaluation showed that Respondents entered into a contract to lease the First Property on or about November 29, 2006.

33. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the First Property, as an attachment or within the contract

all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

34. Respondents' failure to include within the contract to lease the First Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

35. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

36. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$130 be assessed against Respondents.

The Second Property - 14323 Sunswept Park Court, #207, Florissant, Missouri
Counts 4-8

Count 4

37. Respondents and, and at all times referred to herein were, each a "person" within the meaning of TSCA.

38. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of 14323 Sunswept Park Court, #207, Florissant, Missouri (the Second Property). Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Second Property.

39. The Second Property was constructed before 1978.

40. The Second Property is "target housing" as defined by 40 C.F.R. § 745.103.

41. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

42. Information collected during the evaluation showed that Respondents entered into a contract to lease the Second Property on or about August 1, 2006.

43. Information collected during the evaluation showed that Respondents failed to provide the lessee with an EPA-approved lead hazard information pamphlet before the lessee was obligated under a contract for lease of the Second Property.

44. Respondents' failure to provide an EPA-approved lead hazard information pamphlet is a violation of 40 C.F.R. §§ 745.107(a)(1) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

45. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

46. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 5

47. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

48. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Second Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Second Property.

49. The Second Property was constructed before 1978.

50. The Second Property is "target housing" as defined by 40 C.F.R. § 745.103.

51. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

52. Information collected during the evaluation showed that Respondents entered into a contract to lease the Second Property on or about August 1, 2006.

53. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Second Property.

54. Respondents' failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Second Property is a violation of

40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

55. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

56. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$770 be assessed against Respondents.

Count 6

57. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

58. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Second Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Second Property.

59. The Second Property was constructed before 1978.

60. The Second Property is "target housing" as defined by 40 C.F.R. § 745.103.

61. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondent as part of that evaluation.

62. Information collected during the evaluation showed that Respondents entered into a contract to lease the Second Property on or about August 1, 2006.

63. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Second Property.

64. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Second Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

65. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

66. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$260 be assessed against Respondents.

Count 7

67. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

68. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Second Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Second Property.

69. The Second Property was constructed before 1978.

70. The Second Property is "target housing" as defined by 40 C.F.R. § 745.103.

71. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

72. Information collected during the evaluation showed that Respondents entered into a contract to lease the Second Property on or about August 1, 2006.

73. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Second Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. 2696.

74. Respondents' failure to include within the contract to lease the Second Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. 2696, is a violation of 40 C.F.R. §§ 745.113(b)(4) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

75. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

76. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$520 be assessed against Respondents.

Count 8

77. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

78. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease the Second Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Second Property.

79. The Second Property was constructed before 1978.

80. The Second Property is "target housing" as defined by 40 C.F.R. § 745.103.

81. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

82. Information collected during the evaluation showed that Respondents entered into a contract to lease the Second Property on or about August 1, 2006.

83. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Second Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

84. Respondents' failure to include within the contract to lease the Second Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

85. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

86. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$130 be assessed against Respondents.

The Third Property – 3125 Springtime Lane, #206, Florissant, Missouri
Counts 9-12

Count 9

87. Respondents are, and at all times referred to herein were, each a “person” within the meaning of TSCA.

88. Premier is an “agent” as defined by 40 C.F.R. § 745.103, for the lease of 3125 Springtime Lane, #206, Florissant, Missouri (the Third Property). Sunswept is a “lessor” as defined by 40 C.F.R. § 745.103, for the lease of the Third Property.

89. The Third Property was constructed before 1978.

90. The Third Property is “target housing” as defined by 40 C.F.R. § 745.103.

91. EPA has conducted an evaluation of Respondents’ compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

92. Information collected during the evaluation showed that Respondents entered into a contract to lease the Third Property on or about January 23, 2006.

93. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Third Property.

94. Respondents’ failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Third Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

95. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

96. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$5,160 be assessed against Respondents.

Count 10

97. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

98. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Third Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Third Property.

99. The Third Property was constructed before 1978.

100. The Third Property is "target housing" as defined by 40 C.F.R. § 745.103.

101. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

102. Information collected during the evaluation showed that Respondents entered into a contract to lease the Third Property on or about January 23, 2006.

103. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Third Property.

104. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Third Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

105. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

106. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$1680 be assessed against Respondents.

Count 11

107. Respondents are, and at all times referred to herein were, each a "person" within the

meaning of TSCA.

108. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease the Third Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Third Property.

109. The Third Property was constructed before 1978.

110. The Third Property is "target housing" as defined by 40 C.F.R. § 745.103.

111. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

112. Information collected during the evaluation showed that Respondents entered into a contract to lease the Third Property on or about January 23, 2006.

113. Information collected during the evaluation showed that Respondents failed to include as an attachment or within a contract to lease the Third Property, a statement by one or more agents involved in the transaction to lease the Third Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance with the Disclosure Rule pursuant to 40 CFR§745.113(b)(5).

114. Respondents' failure to include within the contract to lease the Third Property, as an attachment or within the contract, a statement by one or more agents involved in the transaction to lease the Third Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance, is a violation of 40 C.F.R. §§ 745.113(b)(5) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

115. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

116. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$1,680 be assessed against Respondents.

Count 12

117. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

118. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Third

Property. Sunwept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Third Property.

119. The Third Property was constructed before 1978.

120. The Third Property is "target housing" as defined by 40 C.F.R. § 745.103.

121. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

122. Information collected during the evaluation showed that Respondents entered into a contract to lease the Third Property on or about January 23, 2006.

123. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Third Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

124. Respondents' failure to include within the contract to lease the Third Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

125. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

126. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$640 be assessed against Respondents.

The Fourth Property - 3114 Sunswept Park Court, #101, Florissant, Missouri
Counts 13-18

Count 13

127. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

128. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of 3114 Sunswept Park Court, #101, Florissant, Missouri (the Fourth Property). Sunwept is a "lessor" as

defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property.

129. The Fourth Property was constructed before 1978.

130. The Fourth Property is "target housing" as defined by 40 C.F.R. § 745.103.

131. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

132. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fourth Property on or about March 15, 2005.

133. Information collected during the evaluation showed that Respondents failed to provide the lessee with an EPA-approved lead hazard information pamphlet before the lessee was obligated under a contract for lease of the Fourth Property.

134. Respondents' failure to provide an EPA-approved lead hazard information pamphlet is a violation of 40 C.F.R. §§ 745.107(a)(1) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

135. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

136. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$11,000 be assessed against Respondents.

Count 14

137. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

138. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property.

139. The Fourth Property was constructed before 1978.

140. The Fourth Property is "target housing" as defined by 40 C.F.R. § 745.103.

141. EPA has conducted an evaluation of Respondents' compliance with the lead-

based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

142. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fourth Property on or about March 15, 2005.

143. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Fourth Property.

144. Respondents' failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Fourth Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

145. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

146. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$7,740 be assessed against Respondents.

Count 15

147. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

148. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property.

149. The Fourth Property was constructed before 1978.

150. The Fourth Property is "target housing" as defined by 40 C.F.R. § 745.103.

151. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

152. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fourth Property on or about March 15, 2005.

153. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Fourth Property.

154. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Fourth Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

155. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

156. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 16

157. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

158. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property.

159. The Fourth Property was constructed before 1978.

160. The Fourth Property is "target housing" as defined by 40 C.F.R. § 745.103.

161. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

162. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fourth Property on or about March 15, 2005.

163. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Fourth Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. 2696.

164. Respondents' failure to include within the contract to lease the Fourth Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. 2696, is a violation of 40 C.F.R. §§ 745.113(b)(4) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

165. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

166. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$5,160 be assessed against Respondents.

Count 17

167. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

168. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property.

169. The Fourth Property was constructed before 1978.

170. The Fourth Property is "target housing" as defined by 40 C.F.R. § 745.103.

171. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

172. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fourth Property on or about March 15, 2005.

173. Information collected during the evaluation showed that Respondents failed to include as an attachment or within a contract to lease the Fourth Property, a statement by one or more agents involved in the transaction to lease the Fourth Property, that the agent(s) has

informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance with the Disclosure Rule pursuant to 40 CFR§745.113(b)(5).

174. Respondents' failure to include within the contract to lease the Fourth Property, as an attachment or within the contract, a statement by one or more agents involved in the transaction to lease the Fourth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance, is a violation of 40 C.F.R. §§ 745.113(b)(5) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

175. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

176. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 18

177. Respondents are, and at all times referred to herein was, a "person" within the meaning of TSCA.

178. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fourth Property.

179. The Fourth Property was constructed before 1978.

180. The Fourth Property is "target housing" as defined by 40 C.F.R. § 745.103.

181. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

182. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fourth Property on or about March 15, 2005.

183. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Fourth Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

184. Respondents' failure to include within the contract to lease the Fourth Property, as an

attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

185. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

186. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$1,290 be assessed against Respondents.

The Fifth Property - 14370 Springtime Lane, #207, Florissant, Missouri
Counts 19-24

Count 19

187. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

188. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of 14370 Springtime Lane, #207, Florissant, Missouri (the Fifth Property). Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property.

189. The Fifth Property was constructed before 1978.

190. The Fifth Property is "target housing" as defined by 40 C.F.R. § 745.103.

191. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

192. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fifth Property on or about February 1, 2007.

193. Information collected during the evaluation showed that Respondents failed to provide the lessee with an EPA-approved lead hazard information pamphlet before the lessee was obligated under a contract for lease of the Fifth Property.

194. Respondents' failure to provide an EPA-approved lead hazard information pamphlet is a violation of 40 C.F.R. §§ 745.107(a)(1) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

195. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

196. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 20

197. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

198. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property. Sunswept is the "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property.

199. The Fifth Property was constructed before 1978.

200. The Fifth Property is "target housing" as defined by 40 C.F.R. § 745.103.

201. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

202. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fifth Property on or about February 1, 2007.

203. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Fifth Property.

204. Respondents' failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Fourth Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

205. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C.

§ 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

206. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$770 be assessed against Respondents.

Count 21

207. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

208. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property.

209. The Fifth Property was constructed before 1978.

210. The Fifth Property is "target housing" as defined by 40 C.F.R. § 745.103.

211. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondent as part of that evaluation.

212. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fifth Property on or about February 1, 2007.

213. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Fifth Property.

214. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Fifth Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

215. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

216. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$260 be assessed

against Respondents.

Count 22

217. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

218. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property.

219. The Fifth Property was constructed before 1978.

220. The Fifth Property is "target housing" as defined by 40 C.F.R. § 745.103.

221. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

222. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fifth Property on or about February 1, 2007.

223. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Fifth Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. 2696.

224. Respondents' failure to include within the contract to lease the Fifth Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. 2696, is a violation of 40 C.F.R. §§ 745.113(b)(4) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

225. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

226. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$520 be assessed against Respondents.

Count 23

227. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

228. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property.

229. The Fifth Property was constructed before 1978.

230. The Fifth Property is "target housing" as defined by 40 C.F.R. § 745.103.

231. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

232. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fifth Property on or about February 1, 2007.

233. Information collected during the evaluation showed that Respondents failed to include as an attachment or within a contract to lease the Fifth Property, a statement by one or more agents involved in the transaction to lease the Fifth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance with the Disclosure Rule pursuant to 40 CFR§745.113(b)(5).

234. Respondents' failure to include within the contract to lease the Fifth Property, as an attachment or within the contract, a statement by one or more agents involved in the transaction to lease the Fifth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance, is a violation of 40 C.F.R. §§ 745.113(b)(5) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

235. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

236. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$260 be assessed against Respondents.

Count 24

237. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

238. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property. Sunswapt is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Fifth Property.

239. The Fifth Property was constructed before 1978.

240. The Fifth Property is "target housing" as defined by 40 C.F.R. § 745.103.

241. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

242. Information collected during the evaluation showed that Respondents entered into a contract to lease the Fifth Property on or about February 1, 2007.

243. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Fifth Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

244. Respondents' failure to include within the contract to lease the Fifth Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

245. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

246. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$130 be assessed against Respondents.

Sixth Property - 14358 Summerfield Lane, #201, Florissant, Missouri
Counts 25-27

Count 25

247. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

248. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of 14358 Summerfield Lane, #201, Florissant, Missouri (the Sixth Property). Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Sixth Property.

249. The Sixth Property was constructed before 1978.

250. The Sixth Property is "target housing" as defined by 40 C.F.R. § 745.103.

251. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

252. Information collected during the evaluation showed that Respondents entered into a contract to lease the Sixth Property on or about August 4, 2006.

253. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Sixth Property.

254. Respondents' failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Sixth Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

255. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

256. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$5,160 be assessed against Respondents.

Count 26

257. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

258. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Sixth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Sixth Property.

259. The Sixth Property was constructed before 1978.

260. The Sixth Property is "target housing" as defined by 40 C.F.R. § 745.103.

261. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

262. Information collected during the evaluation showed that Respondents entered into a contract to lease the Sixth Property on or about August 4, 2006.

263. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Sixth Property.

264. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Sixth Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

265. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

266. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$1,680 be assessed against Respondents.

Count 27

267. Respondents are, and at all times referred to herein were, each a "person" within the

meaning of TSCA.

268. Premier is the "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Sixth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Sixth Property.

269. The Sixth Property was constructed before 1978.

270. The Sixth Property is "target housing" as defined by 40 C.F.R. § 745.103.

271. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

272. Information collected during the evaluation showed that Respondents entered into a contract to lease the Sixth Property on or about August 4, 2006.

273. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Sixth Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

274. Respondents' failure to include within the contract to lease the Sixth Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

275. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

276. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$640 be assessed against Respondents.

Seventh Property – 3206 Sunswept Park, #1, Florissant, Missouri

Counts 28-32

Count 28

277. Respondent is, and at all times referred to herein was, a "person" within the meaning of TSCA.

278. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of 3206 Sunswept Park Drive, #1, Florissant, Missouri (the Seventh Property). Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Seventh Property.

279. The Seventh Property was constructed before 1978.

280. The Seventh Property is "target housing" as defined by 40 C.F.R. § 745.103.

281. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

282. Information collected during the evaluation showed that Respondents entered into a contract to lease the Seventh Property on or about May 18, 2006.

283. Information collected during the evaluation showed that Respondents failed to provide the lessee with an EPA-approved lead hazard information pamphlet before the lessee was obligated under a contract for lease of the Seventh Property.

284. Respondents' failure to provide an EPA-approved lead hazard information pamphlet is a violation of 40 C.F.R. §§ 745.107(a)(1) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

285. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

286. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 29

287. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

288. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Seventh Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Seventh Property.

289. The Seventh Property was constructed before 1978.

290. The Seventh Property is "target housing" as defined by 40 C.F.R. § 745.103.

291. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

292. Information collected during the evaluation showed that Respondents entered into a contract to lease the Seventh Property on or about May 18, 2006.

293. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Seventh Property.

294. Respondents' failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Seventh Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

295. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

296. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$770 be assessed against Respondents.

Count 30

297. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

298. Respondents is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Seventh Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Seventh Property.

299. The Seventh Property was constructed before 1978.

300. The Seventh Property is "target housing" as defined by 40 C.F.R. § 745.103.

301. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

302. Information collected during the evaluation showed that Respondents entered into a contract to lease the Seventh Property on or about May 18, 2006.

303. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Seventh Property.

304. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Seventh Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

305. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

306. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$260 be assessed against Respondents.

Count 31

307. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

308. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Seventh Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Seventh Property.

309. The Seventh Property was constructed before 1978.

310. The Seventh Property is "target housing" as defined by 40 C.F.R. § 745.103.

311. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

312. Information collected during the evaluation showed that Respondents entered into a contract to lease the Seventh Property on or about May 18, 2006.

313. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Seventh Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. 2696.

314. Respondents' failure to include within the contract to lease the Seventh Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. 2696, is a violation of 40 C.F.R. §§ 745.113(b)(4) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

315. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

316. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$520 be assessed against Respondents.

Count 32

317. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

318. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease the Seventh Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Seventh Property.

319. The Seventh Property was constructed before 1978.

320. The Seventh Property is "target housing" as defined by 40 C.F.R. § 745.103.

321. EPA has conducted an evaluation of Respondent's compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondent as part of that evaluation.

322. Information collected during the evaluation showed that Respondent entered into a contract to lease the Seventh Property on or about May 18, 2006.

323. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Seventh Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

324. Respondents' failure to include within the contract to lease the Seventh Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

325. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

326. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above it is proposed that a civil administrative penalty in the amount of \$130 be assessed against Respondents.

The Eighth Property – 14361 Springtime Lane, #108, Florissant, Missouri
Counts 33-38

Count 33

327. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

328. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of 14361 Springtime Lane, #108, Florissant, Missouri (the Eighth Property). Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property.

329. The Eighth Property was constructed before 1978.

330. The Eighth Property is "target housing" as defined by 40 C.F.R. § 745.103.

331. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

332. Information collected during the evaluation showed that Respondents entered into a contract to lease the Eighth Property on or about October 28, 2005.

333. Information collected during the evaluation showed that Respondents failed to provide the lessee with an EPA-approved lead hazard information pamphlet before the lessee was obligated under a contract for lease of the Eighth Property.

334. Respondents' failure to provide an EPA-approved lead hazard information pamphlet is a violation of 40 C.F.R. §§ 745.107(a)(1) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

335. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

336. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$11,000 be assessed against Respondents.

Count 34

337. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

338. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property.

339. The Eighth Property was constructed before 1978.

340. The Eighth Property is "target housing" as defined by 40 C.F.R. § 745.103.

341. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

342. Information collected during the evaluation showed that Respondents entered into a contract to lease the Eighth Property on or about October 28, 2005.

343. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Eighth Property.

344. Respondents' failure to provide the lessee with a statement disclosing the presence of

known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Eighth Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

345. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

346. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$7,740 be assessed against Respondents.

Count 35

347. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

348. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property.

349. The Eighth Property was constructed before 1978.

350. The Eighth Property is "target housing" as defined by 40 C.F.R. § 745.103.

351. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

352. Information collected during the evaluation showed that Respondents entered into a contract to lease the Eighth Property on or about October 28, 2005.

353. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Eighth Property.

354. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondent pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was

obligated under a contract for lease of the Eighth Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

355. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

356. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 36

357. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

358. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property.

359. The Eighth Property was constructed before 1978.

360. The Eighth Property is "target housing" as defined by 40 C.F.R. § 745.103.

361. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

362. Information collected during the evaluation showed that Respondents entered into a contract to lease the Eighth Property on or about October 28, 2005.

363. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Eighth Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. 2696.

364. Respondents' failure to include within the contract to lease the Eighth Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. 2696, is a violation of 40 C.F.R. §§ 745.113(b)(4) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

365. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

366. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$5,160 be assessed against Respondents.

Count 37

367. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

368. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property.

369. The Eighth Property was constructed before 1978.

370. The Eighth Property is "target housing" as defined by 40 C.F.R. § 745.103.

371. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

372. Information collected during the evaluation showed that Respondents entered into a contract to lease the Eighth Property on or about October 28, 2005.

373. Information collected during the evaluation showed that Respondents failed to include as an attachment or within a contract to lease the Eighth Property, a statement by one or more agents involved in the transaction to lease the Eighth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance with the Disclosure Rule pursuant to 40 CFR§745.113(b)(5).

374. Respondents' failure to include within the contract to lease the Eighth Property, as an attachment or within the contract, a statement by one or more agents involved in the transaction to lease the Eighth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance, is a violation of 40 C.F.R. §§ 745.113(b)(5) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

375. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

376. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 38

377. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

378. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Eighth Property.

379. The Eighth Property was constructed before 1978.

380. The Eighth Property is "target housing" as defined by 40 C.F.R. § 745.103.

381. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

382. Information collected during the evaluation showed that Respondents entered into a contract to lease the Eighth Property on or about October 28, 2005.

383. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Eighth Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

384. Respondents' failure to include within the contract to lease the Eighth Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

385. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

386. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$1,290 be assessed against Respondents.

The Ninth Property – 3135 Springtime Lane, #201, Florissant, Missouri
Counts 39-44

Count 39

387. Respondents are, and at all times referred to herein were, each a “person” within the meaning of TSCA.

388. Premier is the “agent” as defined by 40 C.F.R. § 745.103, for the lease of 14361 Springtime Lane, #108, Florissant, Missouri (the Ninth Property). Sunswept is a “lessor” as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property.

389. The Ninth Property was constructed before 1978.

390. The Ninth Property is “target housing” as defined by 40 C.F.R. § 745.103.

391. EPA has conducted an evaluation of Respondents’ compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

392. Information collected during the evaluation showed that Respondents entered into a contract to lease the Ninth Property on or about November 15, 2006.

393. Information collected during the evaluation showed that Respondents failed to provide the lessee with an EPA-approved lead hazard information pamphlet before the lessee was obligated under a contract for lease of the Ninth Property.

394. Respondents’ failure to provide an EPA-approved lead hazard information pamphlet is a violation of 40 C.F.R. §§ 745.107(a)(1) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

395. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

396. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$11,000 be assessed against Respondents.

Count 40

397. Respondents are, and at all times referred to herein were, each a “person” within the

meaning of TSCA.

398. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property.

399. The Ninth Property was constructed before 1978.

400. The Ninth Property is "target housing" as defined by 40 C.F.R. § 745.103.

401. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

402. Information collected during the evaluation showed that Respondents entered into a contract to lease the Ninth Property on or about November 15, 2006.

403. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Ninth Property.

404. Respondents' failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Ninth Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

405. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

406. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$7,740 be assessed against Respondents.

Count 41

407. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

408. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth

Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property.

409. The Ninth Property was constructed before 1978.

410. The Ninth Property is "target housing" as defined by 40 C.F.R. § 745.103.

411. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

412. Information collected during the evaluation showed that Respondents entered into a contract to lease the Ninth Property on or about November 15, 2006.

413. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Ninth Property.

414. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Ninth Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

415. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

416. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 42

417. Respondents are, and at all times referred to herein were, a "person" within the meaning of TSCA.

418. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property.

419. The Ninth Property was constructed before 1978.

420. The Ninth Property is "target housing" as defined by 40 C.F.R. § 745.103.

421. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

422. Information collected during the evaluation showed that Respondents entered into a contract to lease the Ninth Property on or about November 15, 2006.

423. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Ninth Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. 2696.

424. Respondents' failure to include within the contract to lease the Ninth Property, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs 40 C.F.R. §§ 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. 2696, is a violation of 40 C.F.R. §§ 745.113(b)(4) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

425. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

426. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 43

427. Respondent are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

428. Premier is the "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property.

429. The Ninth Property was constructed before 1978.

430. The Ninth Property is "target housing" as defined by 40 C.F.R. § 745.103.

431. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

432. Information collected during the evaluation showed that Respondents entered into a contract to lease the Ninth Property on or about November 15, 2006.

433. Information collected during the evaluation showed that Respondents failed to include as an attachment or within a contract to lease the Ninth Property, a statement by one or more agents involved in the transaction to lease the Ninth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance with the Disclosure Rule pursuant to 40 CFR§745.113(b)(5).

434. Respondents' failure to include within the contract to lease the Ninth Property, as an attachment or within the contract, a statement by one or more agents involved in the transaction to lease the Ninth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance, is a violation of 40 C.F.R. §§ 745.113(b)(5) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

435. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

436. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$2,580 be assessed against Respondents.

Count 44

437. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

438. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Ninth Property.

439. The Ninth Property was constructed before 1978.

440. The Ninth Property is "target housing" as defined by 40 C.F.R. § 745.103.

441. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has

collected records and information from Respondents as part of that evaluation.

442. Information collected during the evaluation showed that Respondents entered into a contract to lease the Ninth Property on or about November 15, 2006.

443. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Ninth Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

444. Respondents' failure to include within the contract to lease the Ninth Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

445. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

446. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$1,290 be assessed against Respondents.

The Tenth Property – 3135 Springtime Lane, #105, Florissant, Missouri
Counts 45-48

Count 45

447. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

448. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of 3125 Springtime Lane, #105, Florissant, Missouri (the Tenth Property). Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Tenth Property.

449. The Tenth Property was constructed before 1978.

450. The Tenth Property is "target housing" as defined by 40 C.F.R. § 745.103.

451. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has

collected records and information from Respondents as part of that evaluation.

452. Information collected during the evaluation showed that Respondents entered into a contract to lease the Tenth Property on or about February 1, 2008.

453. Information collected during the evaluation showed that Respondents failed to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Tenth Property.

454. Respondents' failure to provide the lessee with a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards before the lessee was obligated under a contract for lease of the Tenth Property is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

455. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

456. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$5,160 be assessed against Respondents.

Count 46

457. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

458. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Tenth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Tenth Property.

459. The Tenth Property was constructed before 1978.

460. The Tenth Property is "target housing" as defined by 40 C.F.R. § 745.103.

461. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

462. Information collected during the evaluation showed that Respondents entered

into a contract to lease the Tenth Property on or about February 1, 2008.

463. Information collected during the evaluation showed that Respondents failed to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Tenth Property.

464. Respondents' failure to provide the lessee with a list of any records or reports available to the Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing or, if no such records or reports were available, to so indicate that before the lessee was obligated under a contract for lease of the Tenth Property is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

465. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

466. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$1,680 be assessed against Respondents.

Count 47

467. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

468. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease the Tenth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Tenth Property.

469. The Tenth Property was constructed before 1978.

470. The Tenth Property is "target housing" as defined by 40 C.F.R. § 745.103.

471. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

472. Information collected during the evaluation showed that Respondents entered into a contract to lease the Tenth Property on or about February 1, 2008.

473. Information collected during the evaluation showed that Respondents failed to

include as an attachment or within a contract to lease the Tenth Property, a statement by one or more agents involved in the transaction to lease the Tenth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance with the Disclosure Rule pursuant to 40 CFR§745.113(b)(5).

474. Respondents' failure to include within the contract to lease the Tenth Property, as an attachment or within the contract, a statement by one or more agents involved in the transaction to lease the Tenth Property, that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance, is a violation of 40 C.F.R. §§ 745.113(b)(5) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

475. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

476. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$1,680 be assessed against Respondents.

Count 48

477. Respondents are, and at all times referred to herein were, each a "person" within the meaning of TSCA.

478. Premier is an "agent" as defined by 40 C.F.R. § 745.103, for the lease of the Tenth Property. Sunswept is a "lessor" as defined by 40 C.F.R. § 745.103, for the lease of the Tenth Property.

479. The Tenth Property was constructed before 1978.

480. The Tenth Property is "target housing" as defined by 40 C.F.R. § 745.103.

481. EPA has conducted an evaluation of Respondents' compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and has collected records and information from Respondents as part of that evaluation.

482. Information collected during the evaluation showed that Respondents entered into a contract to lease the Tenth Property on or about February 1, 2008.

483. Information collected during the evaluation showed that Respondents failed to include within the contract to lease the Tenth Property, as an attachment or within the contract all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

484. Respondents' failure to include within the contract to lease the Tenth Property, as an attachment or within the contract, all of the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, is a violation of 40 C.F.R. §§ 745.113(b)(6) and 745.115 and, in accordance with 40 C.F.R. § 745.118(e), a violation of Section 1018 of the Act, 42 U.S.C. § 4852d, and of Section 409 of TSCA, 15 U.S.C. § 2689.

485. Respondents are subject to a civil penalty pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for violation of Section 1018 of the Act and Section 409 of TSCA.

486. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and based upon the facts set forth above, it is proposed that a civil administrative penalty in the amount of \$640 be assessed against Respondents.

Relief

487. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates Section 409 of TSCA, 15 U.S.C. § 2689, shall be liable to the United States for a civil penalty in an amount not to exceed \$25,000 for each such violation. This maximum penalty amount is limited by Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), which limits penalties assessed for violations of Section 409 of TSCA to not more than \$10,000 per violation. The Debt Collection Improvement Act of 1996, as implemented by the Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, authorizes penalties of up to \$11,000 for violations that occur after July 28, 1997.

488. The proposed penalty of \$131,050 is based upon the facts alleged in this Complaint and upon the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including the nature, circumstances, extent and gravity of the violations, and with respect to the Respondents: a) their ability to pay, b) the effect on their ability to continue to do business, c) any history of prior violations, d) the degree of culpability, and e) such other matters as justice may require. The proposed penalty is in accordance with EPA's Section 1018 - Disclosure Rule Enforcement Response and Penalty Policy, dated December 2007, a copy of which is enclosed along with this Complaint.

489. The proposed penalty is based on the best information available to EPA at the time the Complaint is issued. The penalty may be adjusted if the Respondents establish bona fide issues of ability to pay or other defenses relevant to the appropriate amount of the proposed penalty.

Payment of Proposed Penalty in Full

490. A Respondent may resolve this proceeding at any time by paying the full penalty

IN THE MATTER OF Premier Property Management, LLC and
S2S Sunswept Associates, LLC
Docket No. TSCA-07-2009-000548

proposed in the Complaint and filing a copy of the check or other instrument of payment with the Regional Hearing Clerk. Payment of the total penalty, \$131,050 may be made by certified or cashier's check payable to the "Treasurer, United States of America," and remitted to:

US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 97977
St. Louis, MO 63197-9000

Wire transfers should be directed to the Federal Reserve Bank of New York:

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

A copy of the check must simultaneously be sent to the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
901 N. 5th Street
Kansas City, Kansas 66101; and

Raymond C. Bosch, Attorney
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
901 N. 5th Street
Kansas City, Kansas 66101.

Checks should reference the **name** and **docket number** of this Complaint.

Payment of Proposed Penalty in Lieu of an Answer

491. A Respondent who wishes to resolve a proceeding by paying the proposed penalty in full instead of filing an answer to the Complaint may do so within thirty (30) days of receipt of the Complaint, in accordance with the procedures set forth above. A Respondent who wishes to resolve a proceeding by paying the proposed penalty in full instead of filing an answer but who needs additional time to pay the penalty, may file a written statement with the Regional Hearing

Clerk within thirty (30) days of receipt of the Complaint, in accordance with Rule 22.18(a)(1) of the Consolidated Rules. The written statement shall state that Respondent agrees to pay the proposed penalty in full within sixty (60) days of receipt of the Complaint. The written statement need not contain any response to, or admission of, the allegations in the Complaint. A Respondent must then pay the full amount of the proposed penalty within sixty (60) days of receipt of the Complaint. Failure to pay the full penalty within sixty (60) days of receipt of the Complaint may subject a Respondent to default, as set forth below.

NOTICE OF OPPORTUNITY FOR HEARING

Answer and Request for Hearing

492. A Respondent must file a written answer within thirty (30) days of receipt of this Complaint if Respondent: a) contests any material fact upon which this Complaint is based; b) contends that the penalty proposed in this Complaint is inappropriate; or c) contends that it is entitled to judgment as a matter of law. The answer shall clearly and directly admit, deny, or explain each of the factual allegations contained in this Complaint with regard to which a Respondent has any knowledge. Where a Respondent has no knowledge of a particular factual allegation, the answer shall so state. Failure to admit, deny or explain any of the factual allegations in the Complaint constitutes an admission of the allegation. The answer shall also state: a) the circumstances or arguments which are alleged to constitute the grounds of any defense; b) the facts that a Respondent disputes; c) the basis for opposing the proposed penalty; and d) whether a hearing is requested.

493. The original and one copy of the answer shall be filed with the following, in accordance with Section 22.15 of the Consolidated Rules:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
901 N. 5th Street
Kansas City, Kansas 66101.

A copy of the answer shall be sent to:

Raymond C. Bosch, Attorney, Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
901 N. 5th Street
Kansas City, Kansas 66101.

Default

494. If, within thirty (30) days of receipt of a Complaint, a Respondent fails to: a) submit full payment of the proposed penalty; b) submit a written statement to the Regional Hearing Clerk

that Respondent agrees to pay the penalty within sixty (60) days of receipt of the Complaint; or c) file a written answer to the Complaint; a Respondent may be found in default. Default by a Respondent constitutes, for the purposes of this proceeding, an admission of all facts alleged in the Complaint and a waiver of a Respondents' right to contest such factual allegations. A Default Order may thereafter be issued by the Presiding Officer and the civil penalty proposed in the Complaint shall be assessed unless the Presiding Officer finds that the proposed penalty is clearly inconsistent with the record of the proceeding or TSCA.

Informal Settlement Conference

495. The EPA encourages settlement of a proceeding at any time if the settlement is consistent with the provisions and objectives of TSCA and the regulations upon which this action is based. Regardless of whether a Respondent requests a hearing, a Respondent may request an informal settlement conference to discuss the facts of this case, the proposed penalty, and the possibility of settlement. To request an informal settlement conference, please contact:

Raymond C. Bosch, Attorney
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
901 N. 5th Street
Kansas City, Kansas 66101
Telephone (913) 551-7501

496. Any settlement which may be reached as a result of such a conference shall be recorded in a written consent agreement signed by all parties or their representatives and shall conform with the provisions of Section 22.18(b)(2) of the Consolidated Rules. No settlement or consent agreement shall dispose of this proceeding without a final order from the Regional Judicial Officer or the Regional Administrator.

497. Please note that a request for an informal settlement conference does not extend the thirty (30) day period during which a written answer must be filed.

Date: 11/12/09

By

Jamie Green
Jamie Green, Chief
Toxics and Pesticides Branch
Water, Wetlands & Pesticides Division

Date: January 9, 2009

By

Raymond C. Bosch
Raymond C. Bosch, Attorney
Office of Regional Counsel

Attachment