



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

JUN 02 2011

REPLY TO THE ATTENTION OF:
L-8J

CERTIFIED MAIL

Receipt No. **77009 1680 0000 7660 7438**

Mr. Melvin Gaines
4102 Garrison Road
Toledo, Ohio 43613

Re: In the Matter of Melvin Gaines
Docket No: **TSCA-05-2011-0009**

Dear Mr. Gaines:

Enclosed is a complaint filed by the U.S. Environmental Protection Agency, Region 5 against Melvin Gaines under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a). The complaint alleges violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq.

As provided in the complaint, if you would like to request a hearing, you must do so in your answer to the complaint. Please note that if you do not file an answer with the Regional Hearing Clerk (E-19J), EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604 within 30 days of your receipt of this complaint, a default order may be issued and the proposed civil penalty will become due 30 days later.

In addition, whether or not you request a hearing, you may request an informal settlement conference. To request a conference, or if you have any questions about this matter, you may contact J. Matthew Moore, Assistant Regional Counsel at (312) 886-5932.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret M. Guerriero".

Margaret M. Guerriero
Director
Land and Chemicals Division

Enclosures

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:

Melvin Gaines
Toledo, Ohio,

Respondent,

RECEIVED
JUN - 2 2011
REGIONAL HEARING CLERK
USEPA
REGION 5

Docket No. TSCA-05-2011-0009

Proceeding to Assess a Civil Penalty
Under Section 16(a) of the Toxic Substances
Control Act, 15 U.S.C. § 2615(a)

Complaint

1. This is an administrative proceeding to assess a civil penalty under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a).
2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, United States Environmental Protection Agency (EPA), Region 5.
3. Respondent is Melvin Gaines, an individual, residing at 4102 Garrison Road, Toledo, Ohio 43613.

Statutory and Regulatory Background

4. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), at 42 U.S.C. § 4851 *et seq.*, Congress found, among other things, that low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6; at low levels, lead poisoning in children causes intelligence deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. Key components of the national strategy to reduce and eliminate

the threat of childhood lead poisoning are mandatory disclosure and notification requirements for residential rentals and sales. Section 1018 of the Act, 42 U.S.C. § 4852d, requires the Administrator of EPA and the Secretary of the United States Department of Housing and Urban Development (HUD)] to promulgate regulations for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease.

5. On March 6, 1996, EPA and HUD promulgated regulations codified at 40 C.F.R. Part 745, Subpart F and 24 C.F.R. Part 35, Subpart A, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule) pursuant to 42 U.S.C. § 4852d. Owners of more than four residential dwellings must comply with the Disclosure Rule by September 6, 1996, pursuant to 40 C.F.R. § 745.102(a).

6. The Disclosure Rule implements the provisions of 42 U.S.C. § 4852d which impose certain requirements on the sale or lease of target housing.

7. 40 C.F.R. § 745.103 defines target housing as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

8. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

9. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

10. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor of target housing

complete the required disclosure activities before a purchaser or lessee is obligated under any contract to purchase or lease target housing.

11. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or the lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and signatures and dates of signatures of the lessor and lessee certifying the accuracy of their statements.

12. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failing to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118(f), and 42 U.S.C. § 4852d(b)(5).

13. Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f), authorize the Administrator of EPA to assess a civil penalty under Section 16(a) of TSCA of up to \$10,000 for each violation of Section 409 of TSCA. EPA increased the maximum penalty to \$11,000 for each violation occurring after July 28, 1997. 40 C.F.R. § 745.118(f) and 40 C.F.R. Part 19.

General Allegations

14. Complainant incorporates paragraphs 1 through 13 of this Complaint as if set forth in this paragraph.

15. Between at least August 29, 2002 and July 1, 2008, Respondent owned residential apartment buildings and single-family dwellings in Toledo, Ohio at 1529 Pinewood, 333 Eastern, 1257 Blum, 826 Woodland, 707 Parker, 569 Church, 636 S. Erie, and 1347 Noble (Respondent's Properties).

16. Respondent's Properties were constructed prior to 1978.

17. Respondent's Properties and each apartment unit within Respondent's Properties are "target housing" as defined in 40 C.F.R. § 745.103.

18. On August 20, 2008, representatives of EPA and HUD contacted Respondent by phone to schedule an inspection, at Respondent's place of business, to monitor compliance with Section 1018 and its implementing regulations at 40 C.F.R. Part 745, Subpart F. Respondent declined to participate in an inspection.

19. On September 16, 2008, Complainant issued an administrative subpoena to Respondent under authority of Section 11 of TSCA, 15 U.S.C. § 2610, seeking, among other things, copies of all rental agreements and lead-based paint disclosure documentation for rental transactions at Respondent's Properties.

20. On October 21, 2008, Respondent provided Complainant with documents responsive to the TSCA administrative subpoena referenced in paragraph 19, including information identifying Respondent as owner of Respondent's Properties.

21. On the following dates, Respondent entered into the following 12 written lease agreements (contracts) with individuals for the lease of units in Respondent's apartment buildings and single-family dwellings:

Address	Apt.	Date of Lease
1257 Blum		November 1, 2007
569 Church	Lower Front	May 7, 2003
	Up	March 1, 2004
333 Eastern	#1	July 1, 2008
	#3	January 11, 2008
636 S. Erie		January 1, 2003
		May 1, 2003
1347 Noble		April 1, 2004
707 Parker		April 13, 2008
1529 Pinewood		January 10, 2007
826 Woodland	Lower	August 29, 2002
	Lower	March 1, 2007

22. Between August 29, 2002 and July 1, 2008, Respondent offered for lease units in his apartment buildings and single-family dwellings, and individuals entered into contracts on the dates listed in paragraph 21, above, to lease those residential dwellings.

23. Respondent is a “lessor,” as defined in 40 C.F.R. § 745.103, since he has offered the target housing referenced in paragraph 21, above, for lease.

24. Each individual who signed a lease to pay rent in exchange for occupancy of a residential dwelling, referenced in paragraph 21, above, became a “lessee” as defined in 40 C.F.R. § 745.103, since he or she entered into an agreement to lease target housing.

25. On July 28, 2010, EPA advised Respondent by letter that EPA was planning to file a civil administrative complaint against Respondent for specific alleged violations of Section 1018 and that the complaint would seek a civil penalty. EPA asked Respondent to identify any factors Respondent thought EPA should consider before issuing the complaint. If Respondent believed there were financial factors which bore on Respondent’s ability to pay a civil penalty, the EPA asked Respondent to submit specific financial documents.

26. On August 2, 2010, Respondent received the pre-filing notice letter referred to in paragraph 25, above. Respondent replied to the letter, and claimed an inability to pay the proposed, approximate civil penalty. Respondent provided financial information to support his claim of inability to pay the proposed, approximate civil penalty.

27. Complainant has reviewed the financial information provided by Respondent and has determined that respondent has an ability to pay \$5,475 of the \$97,900 penalty proposed in this Complaint, as set forth below.

Failure to Disclose in Rental Transactions

Counts 1 through 12

28. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

29. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.107(a)(1) requires the seller or lessor to provide the purchaser or lessee with an EPA- approved lead hazard information pamphlet.

30. Count 1: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 1257 Blum, Toledo, Ohio, in the November 1, 2007 contract referenced in paragraph 21, above.

31. Count 2: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 569 Church, Lower Front, Toledo, Ohio, in the May 7, 2003 contract referenced in paragraph 21, above.

32. Count 3: Respondent failed to provide an EPA-approved lead hazard information

pamphlet to the lessee of 569 Church, Up, Toledo, Ohio, in the March 1, 2004 contract referenced in paragraph 21, above.

33. Count 4: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 333 Eastern, #1, Toledo, Ohio, in the July 1, 2008 contract referenced in paragraph 21, above.

34. Count 5: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 333 Eastern, #3, Toledo, Ohio, in the January 11, 2008 contract referenced in paragraph 21, above.

35. Count 6: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 636 S. Erie, Toledo, Ohio, in the January 1, 2003 contract referenced in paragraph 21, above.

36. Count 7: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 636 S. Erie, Toledo, Ohio, in the May 1, 2003 contract referenced in paragraph 21, above.

37. Count 8: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 1347 Noble, Toledo, Ohio, in the April 1, 2004 contract referenced in paragraph 21, above.

38. Count 9: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 707 Parker, in the April 13, 2008 contract referenced in paragraph 21, above.

39. Count 10: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 1529 Pinewood, in the January 10, 2007 contract referenced in paragraph 21, above.

40. Count 11: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 826 Woodland, Lower, Toledo, Ohio, in the August 29, 2002 contract referenced in paragraph 21, above.

41. Count 12: Respondent failed to provide an EPA-approved lead hazard information pamphlet to the lessee of 826 Woodland, Lower, Toledo, Ohio, in the March 1, 2007 contract referenced in paragraph 21, above.

42. Respondent's failure to provide an EPA-approved lead hazard information pamphlet to the lessees of the target housing referenced in paragraphs 30 through 41 above, constitutes 12 violations of 40 C.F.R. § 745.107(a)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 13 through 24

43. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

44. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(1) requires the lessor to include a Lead Warning Statement, either within each contract or as an attachment to each contract to lease target housing.

45. Count 13: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1257 Blum, Toledo, Ohio, in the November 1, 2007 contract referenced in paragraph 21, above.

46. Count 14: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 569 Church, Lower Front, Toledo, Ohio, in the May 7, 2003 contract referenced in paragraph 21, above.

47. Count 15: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 569 Church, Up, Toledo, Ohio, in the March 1, 2004 contract referenced in paragraph 21, above.

48. Count 16: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 333 Eastern, #1, Toledo, Ohio, in the July 1, 2008 contract referenced in paragraph 21, above.

49. Count 17: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 333 Eastern, #3, Toledo, Ohio, in the January 11, 2008 contract referenced in paragraph 21, above.

50. Count 18: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 636 S. Erie, Toledo, Ohio, in the January 1, 2003 contract referenced in paragraph 21, above.

51. Count 19: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 636 S. Erie, Toledo, Ohio, in the May 1, 2003 contract referenced in paragraph 21, above.

52. Count 20: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1347 Noble, Toledo, Ohio, in the April 1, 2004 contract referenced in paragraph 21, above.

53. Count 21: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 707 Parker, in the April 13, 2008 contract referenced in paragraph 21, above.

54. Count 22: Respondent failed to include a Lead Warning Statement, either within the

contract or as an attachment to the contract for 1529 Pinewood, in the January 10, 2007 contract referenced in paragraph 21, above.

55. Count 23: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 826 Woodland, Lower, Toledo, Ohio, in the August 29, 2002 contract referenced in paragraph 21, above.

56. Count 24: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 826 Woodland, Lower, Toledo, Ohio, in the March 1, 2007 contract referenced in paragraph 21, above.

57. Respondent's failure to include a Lead Warning Statement, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 45 through 56, above, constitutes 12 violations of 40 C.F.R § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 25 through 36

58. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

59. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(2) requires a lessor to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract to lease target housing.

60. Count 25: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of

such presence, either within the contract or as an attachment to the contract for 1257 Blum, Toledo, Ohio, in the November 1, 2007 contract referenced in paragraph 21, above.

61. Count 26: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 569 Church, Lower Front, Toledo, Ohio, in the May 7, 2003 contract referenced in paragraph 21, above.

62. Count 27: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 569 Church, Up, Toledo, Ohio, in the March 1, 2004 contract referenced in paragraph 21, above.

63. Count 28: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 333 Eastern, #1, Toledo, Ohio, in the July 1, 2008 contract referenced in paragraph 21, above.

64. Count 29: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 333 Eastern, #3, Toledo, Ohio, in the January 11, 2008 contract referenced in paragraph 21, above.

65. Count 30: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 636 S. Erie, Toledo, Ohio, in the January 1, 2003 contract referenced in paragraph 21, above.

66. Count 31: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 636 S. Erie, Toledo, Ohio, in the May 1, 2003 contract referenced in paragraph 21, above.

67. Count 32: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1347 Noble, Toledo, Ohio, in the April 1, 2004 contract referenced in paragraph 21, above.

68. Count 33: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 707 Parker, in the April 13, 2008 contract referenced in paragraph 21, above.

69. Count 34: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1529 Pinewood, in the January 10, 2007 contract referenced in paragraph 21, above.

70. Count 35: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 826 Woodland, Lower, Toledo, Ohio, in the August 29, 2002 contract referenced in paragraph 21, above.

71. Count 36: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of

such presence, either within the contract or as an attachment to the contract for 826 Woodland, Lower, Toledo, Ohio, in the March 1, 2007 contract referenced in paragraph 21, above.

72. Respondent's failure to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract, in each contract for each leasing transaction referenced in paragraphs 60 through 71, above, constitutes 12 violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 37 through 48

73. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

74. 40 C.F.R. § 45.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 45.113(b)(3) requires a lessor to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available, either within each contract or as an attachment to each contract to lease target housing.

75. Count 37: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 1257 Blum, Toledo, Ohio, in the November 1, 2007 contract referenced in paragraph 21, above.

76. Count 38: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement

that no such records exist, either within the contract or as an attachment to the contract for 569 Church, Lower Front, Toledo, Ohio, in the May 7, 2003 contract referenced in paragraph 21, above.

77. Count 39: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 569 Church, Up, Toledo, Ohio, in the March 1, 2004 contract referenced in paragraph 21, above.

78. Count 40: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 333 Eastern, #1, Toledo, Ohio, in the July 1, 2008 contract referenced in paragraph 21, above.

79. Count 41: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 333 Eastern, #3, Toledo, Ohio, in the January 11, 2008 contract referenced in paragraph 21, above.

80. Count 42: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 636 S. Erie, Toledo, Ohio, in the January 1, 2003 contract referenced in paragraph 21, above.

81. Count 43: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 636 S. Erie, Toledo, Ohio, in the May 1, 2003 contract referenced in paragraph 21, above.

82. Count 44: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 1347 Noble, Toledo, Ohio, in the April 1, 2004 contract referenced in paragraph 21, above.

83. Count 45: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 707 Parker, in the April 13, 2008 contract referenced in paragraph 21, above.

84. Count 46: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 1529 Pinewood, in the January 10, 2007 contract referenced in paragraph 21, above.

85. Count 47: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 826 Woodland, Lower, Toledo, Ohio, in the August 29, 2002 contract referenced in paragraph 21, above.

86. Count 48: Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 826 Woodland, Lower, Toledo, Ohio, in the March 1, 2007 contract referenced in paragraph 21, above.

87. Respondent's failure to include a list of any records or reports available to the lessor

regarding lead-based paints and/or lead-based paint hazards in the target housing, or a statement that no such records exist, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 75 through 86, above, constitutes 12 violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 49 through 60

88. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

89. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract.

90. Count 49: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1257 Blum, Toledo, Ohio, in the November 1, 2007 contract referenced in paragraph 21, above.

91. Count 50: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 569 Church, Lower Front, Toledo, Ohio, in the May 7, 2003 contract referenced in paragraph 21, above.

92. Count 51: Respondent failed to include a statement by the lessee affirming receipt of the

information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 569 Church, Up, Toledo, Ohio, in the March 1, 2004 contract referenced in paragraph 21, above.

93. Count 52: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 333 Eastern, #1, Toledo, Ohio, in the July 1, 2008 contract referenced in paragraph 21, above.

94. Count 53: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 333 Eastern, #3, Toledo, Ohio, in the January 11, 2008 contract referenced in paragraph 21, above.

95. Count 54: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 636 S. Erie, Toledo, Ohio, in the January 1, 2003 contract referenced in paragraph 21, above.

96. Count 55: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 636 S. Erie, Toledo, Ohio, in the May 1, 2003 contract referenced in paragraph 21, above.

97. Count 56: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for

1347 Noble, Toledo, Ohio, in the April 1, 2004 contract referenced in paragraph 21, above.

98. Count 57: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 707 Parker, in the April 13, 2008 contract referenced in paragraph 21, above.

99. Count 58: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1529 Pinewood, in the January 10, 2007 contract referenced in paragraph 21, above.

100. Count 59: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 826 Woodland, Lower, Toledo, Ohio, in the August 29, 2002 contract referenced in paragraph 21, above.

101. Count 60: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 826 Woodland, Lower, Toledo, Ohio, in the March 1, 2007 contract referenced in paragraph 21, above.

102. Respondent's failure to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract, for each leasing transactions referenced in paragraphs 90 through 101, above, constitutes 12 violations of

40 C.F.R § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 61 through 72

103. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

104. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(6) requires the lessor to include the signatures of the lessor and the lessee certifying to the accuracy of their statements to the best of their knowledge along with the dates of signature, either within each contract or as an attachment to each contract to lease target housing.

105. Count 61: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 1257 Blum, Toledo, Ohio, in the November 1, 2007 contract referenced in paragraph 21, above.

106. Count 62: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 569 Church, Lower Front, Toledo, Ohio, in the May 7, 2003 contract referenced in paragraph 21, above.

107. Count 63: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 569 Church, Up, Toledo, Ohio, in the March 1, 2004 contract referenced in paragraph 21, above.

108. Count 64: Respondent failed to include the signatures of the lessor and the lessee

certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 333 Eastern, #1, Toledo, Ohio, in the July 1, 2008 contract referenced in paragraph 21, above.

109. Count 65: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 333 Eastern, #3, Toledo, Ohio, in the January 11, 2008 contract referenced in paragraph 21, above.

110. Count 66: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 636 S. Erie, Toledo, Ohio, in the January 1, 2003 contract referenced in paragraph 21, above.

111. Count 67: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 636 S. Erie, Toledo, Ohio, in the May 1, 2003 contract referenced in paragraph 21, above.

112. Count 68: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 1347 Noble, Toledo, Ohio, in the April 1, 2004 contract referenced in paragraph 21, above.

113. Count 69: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 707 Parker, in the April 13, 2008 contract referenced in paragraph 21, above.

114. Count 70: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 1529 Pinewood, in the January 10, 2007 contract referenced in paragraph 21, above.

115. Count 71: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 826 Woodland, Lower, Toledo, Ohio, in the August 29, 2002 contract referenced in paragraph 21, above.

116. Count 72: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the leasing contract for 826 Woodland, Lower, Toledo, Ohio, in the March 1, 2007 contract referenced in paragraph 21, above.

117. Respondent's failure to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of signature for each rental transaction, either within each contract or as an attachment to each contract to lease target housing, as referenced in paragraphs 105 through 116, above, constitutes 12 violations of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Proposed Civil Penalty

118. Complainant proposes that the Administrator assess a civil penalty against Respondent for the violations alleged in this Complaint as follows:

Count 1

42 U.S.C. § 4852d(b)(5) and	
40 C.F.R. § 745.107(a)(1).....	\$2,580

Count 2

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,200

Count 3

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,200

Count 4

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,580

Count 5

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,580

Count 6

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,200

Count 7

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,200

Count 8

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,580

Count 9

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,580

Count 10

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$11,000

Count 11

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,200

Count 12

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.107(a)(1).....\$2,580

Count 13

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,550

Count 14

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,320

Count 15

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,320

Count 16

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,550

Count 17

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,550

Count 18

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,320

Count 19

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,320

Count 20

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,550

Count 21

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,550

Count 22

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$10,320

Count 23

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,320

Count 24

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$1,550

Count 25

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$770

Count 26

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$660

Count 27

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$660

Count 28

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$770

Count 29

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$770

Count 30

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$660

Count 31

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$660

Count 32

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$770

Count 33

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$770

Count 34

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$7,740

Count 35

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$660

Count 36

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$770

Count 37

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$260

Count 38

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$440

Count 39

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$440

Count 40

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$260

Count 41

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$260

Count 42

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$440

Count 43

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$440

Count 44

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$260

Count 45

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$260

Count 46

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$2,580

Count 47

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$440

Count 48

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$260

Count 49

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$520

Count 50

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$220

Count 51

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$220

Count 52

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$520

Count 53

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$520

Count 54

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$220

Count 55

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$220

Count 56

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$520

Count 57

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$520

Count 58

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$5,160

Count 59

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$220

Count 60

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$520

Count 61

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$130

Count 62

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$110

Count 63

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$110

Count 64

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$130

Count 65

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$130

Count 66

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$110

Count 67

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$110

Count 68

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$130

Count 69

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$130

Count 70

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$1,290

Count 71

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$110

Count 72

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$130

Total Proposed Civil Penalty.....\$97,700

Total Proposed Civil Penalty After Adjustment for Ability to Pay.....\$5,475

119. In determining the amount of any civil penalty, Section 16 of TSCA requires EPA to take into account the nature, circumstances, extent and gravity of the violation or violations alleged and, with respect to the violator, ability to pay, affect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require.

120. The EPA calculates penalties by applying its Section 1018 - Disclosure Rule Enforcement Response Policy dated December 2007 (Response Policy). This Response Policy provides a rational, consistent and equitable calculation methodology for applying the statutory factors to particular cases. As discussed in the Response Policy, the severity of each violation alleged in the complaint is based on the extent to which each violation impairs the ability of a lessee to assess information regarding hazards associated with lead-based paint, and precludes the lessee from making a fully informed decision

whether to lease the housing or take appropriate measures to protect against lead-based paint hazards. Factors relevant to assessing an appropriate penalty include information pertaining to a Respondent's ability to pay a penalty, any evidence showing that no lead-based paint exists in the cited housing, and any evidence that Respondent has taken steps to discover the presence of and/or has taken steps to abate lead-based paint and its hazards in subject housing.

121. As stated in paragraph 25, above, by letter dated July 28, 2010, the EPA advised Respondent that EPA was planning to file a civil administrative complaint against Respondent for alleged violations of Section 1018 and that Section 1018 authorizes the assessment of a civil administrative penalty. The EPA asked Respondent to identify any factors Respondent thought EPA should consider before issuing the complaint, and if Respondent believed there were financial factors which bore on Respondent's ability to pay a civil penalty, the EPA asked Respondent to submit specific financial documents.

122. As stated in paragraph 26, above, Respondent provided requested financial information to evaluate Respondent's inability to pay the proposed, approximate penalty.

123. As stated in paragraph 27, above, Complainant has reviewed the financial information provided by Respondent and has determined that respondent has an ability to pay \$5,475 of the \$97,900 penalty proposed in this Complaint.

Rules Governing This Proceeding

The Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules) at 40 C.F.R. Part 22 govern this proceeding to assess a civil penalty. Enclosed with the Complaint is a copy of the Consolidated Rules.

Filing and Service of Documents

Respondent must file with the Regional Hearing Clerk the original and one copy of each document Respondent intends to include as part of the record in this proceeding. The Regional Hearing Clerk=s address is:

Regional Hearing Clerk (E-19J)
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Respondent must serve a copy of each document filed in this proceeding on each party pursuant to Section 22.5 of the Consolidated Rules. Complainant has authorized J. Matthew Moore to receive any answer and subsequent legal documents that Respondent serves in this proceeding. You may telephone Mr. Moore at (312) 886-5932. His address is:

J. Matthew Moore (C-14J)
Assistant Regional Counsel
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Penalty Payment

Respondent may resolve this proceeding at any time by paying the proposed penalty by certified or cashier's check payable to "Treasurer, United States of America" and by delivering the check to:

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

Respondent must include the case name and docket number on the check and in the letter transmitting the check. Respondent simultaneously must send copies of the check and

transmittal letter to J. Matthew Moore and to:

Scott Cooper
Pesticides and Toxics Compliance Section (LC-8J)
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Answer and Opportunity to Request a Hearing

If Respondent contests any material fact upon which the Complaint is based or the appropriateness of any penalty amount, or contends that he is entitled to judgment as a matter of law, Respondent may request a hearing before an Administrative Law Judge. To request a hearing, Respondent must file a written Answer within 30 days of receiving this Complaint and must include in that written Answer a request for a hearing. Any hearing will be conducted according to the Consolidated Rules.

In counting the 30-day time period, the date of receipt is not counted, but Saturdays, Sundays, and federal legal holidays are counted. If the 30-day time period expires on a Saturday, Sunday, or federal legal holiday, the time period extends to the next business day.

To file an answer, Respondent must file the original written answer and one copy with the Regional Hearing Clerk at the address specified above.

Respondent's written answer must clearly and directly admit, deny, or explain each of the factual allegations in the Complaint; or must state clearly that Respondent has no knowledge of a particular factual allegation. Where Respondent states that he has no knowledge of a particular factual allegation, the allegation is deemed denied. Respondent's failure to admit, deny, or explain any material factual allegation in the Complaint constitutes an admission of the allegation. Respondent's answer must also state:

- a. The circumstances or arguments which Respondent alleges constitute grounds of defense;
- b. The facts that Respondent disputes;
- c. The basis for opposing the proposed penalty; and
- d. Whether Respondent requests a hearing.

If Respondent does not file a written answer within 30 calendar days after receiving this Complaint, the Presiding Officer may issue a default order, after motion, under Section 22.17 of the Consolidated Rules. Default by Respondent constitutes an admission of all factual allegations in the Complaint and a waiver of the right to contest the factual allegations. Respondent must pay any penalty assessed in a default order without further proceedings 30 days after the order becomes the final order of the Administrator of EPA under Section 22.27(c) of the Consolidated Rules.

Settlement Conference

Whether or not Respondent requests a hearing, Respondent may request an informal settlement conference to discuss the facts of this proceeding and to arrive at a settlement. To request an informal settlement conference, Respondent may contact J. Matthew Moore at the address provided above.

Respondent's request for an informal settlement conference does not extend the 30-calendar-day period for filing a written Answer to this Complaint. Respondent may pursue simultaneously the informal settlement conference and the adjudicatory hearing process. The Complainant encourages all parties facing civil penalties to pursue settlement through an informal conference. The Complainant, however, will not reduce the penalty simply because the parties hold an informal settlement conference.

Continuing Obligation to Comply

Respondent's payment of the civil penalty will not satisfy Respondent's legal obligation to comply with TSCA and any other applicable federal, state, or local law.

Consent Agreement and Final Order

The EPA has authority, where appropriate, to modify the amount of the proposed penalty to reflect any settlement reached with you in an informal conference. The terms of the settlement would be embodied in a Consent Agreement and Final Order. A Consent Agreement signed by both parties is binding when the Regional Administrator signs the Consent Order.

June 1, 2011
Date



Margaret M. Guerriero
Director
Land and Chemicals Division

RECEIVED
JUN - 2 2011
REGIONAL HEARING CLERK
USEPA
REGION 5

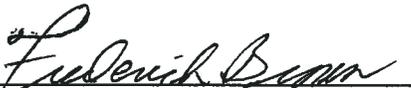
CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Complaint involving Melvin Gaines, was filed on June 2, 2011, with the Regional Hearing Clerk (E-19J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No. 7009 1680 0000 7666 6640, along with a copy each of the "Consolidated Rules of Practice, 40 C.F.R. Part 22," and "Section 1018 Disclosure Rule Enforcement Response Policy" to:

Mr. Melvin Gaines
4102 Garrison Road
Toledo, Ohio 43613

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
J. Matthew Moore, Counsel for Complainant/C-14J
Eric Volck, Cincinnati Finance/MWD


Frederick Brown, PTCS (LC-8J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Docket No. TSCA-05-2011-0009

RECEIVED
JUN - 2 2011
REGIONAL HEARING CLERK
USEPA
REGION 5