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

IN THE MATTER OF:	)	
	)	
James Popley	)	
29 N. 50th Street	)	
Philadelphia, PA 19139	)	
	)	
Respondent.	)	**Docket No. TSCA-3-2000-0021**

INITIAL DECISION AND DEFAULT ORDER

This Default Order is issued in a case brought under the authority of the Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a) (TSCA). The Complaint, filed pursuant to Section 1018 of Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S. C. §§ 4851, et seq., Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, and 40 C.F.R. Part 745, Subpart F, alleges that Respondent failed to comply with regulatory requirements.

The Motion for Default seeks an Order assessing a civil penalty in the amount of thirty thousand eight hundred dollars ($30,800) against Respondent, James Popley, the lessor of a residential rental property built prior to 1978 located at 5536 Upland Street, Philadelphia, Pennsylvania.

FINDINGS OF FACT

Pursuant to 40 C.F.R. § 22.17 and based on the entire record, I make the following

findings of fact:

The Respondent is James Popley, an individual who resides in Philadelphia, Pennsylvania and is the lessor of a residential rental property built prior to 1978, or "target housing," located at 5536 Upland Street, Philadelphia, Pennsylvania (hereinafter the "Upland Street Property"). "Target housing" is described 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."

1. On August 13, 1998, the Respondent entered into a contract to lease with an individual ("Lessee") for the rental of Upland Street Property.

2. On June 7, 1999, EPA conducted an inspection of the Upland Street Property to monitor compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq., and the regulations promulgated thereunder, as set forth in 40 C.F.R. Part 745, Subpart F (commonly referred to as the "Disclosure Rule").

4. During and after EPA's inspection, EPA determined that the Respondent violated certain provisions of the Disclosure Rule.

5. On June 30, 2000, an Administrative Complaint and Notice of Opportunity for Hearing was issued by EPA, the Complainant, pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2651(a) ("TSCA"), and in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, and the Revocation/Termination or Suspension of Permits, 40 C.F.R Part 22.

6. The Complaint alleged that Respondent violated TSCA by failing to:

   a) provide an EPA approved lead hazard information pamphlet before Lessee became

obligated under the Lease Agreement as required by 40 C.F.R. § 745.107(a)(1);

b) provide a "Lead Warning Statement" in each contract to lease target housing, either as an attachment or within the contract to lease the residential dwelling at the Upland Street Property to Lessee, as required by 40 C.F.R. § 745.113(b)(1);

c) provide a statement disclosing either the presence of known lead-based paint or lack of knowledge of the presence of lead-based paint in the target housing leased to Lessee, either as an attachment to or within the August 13, 1998 contract or the renewal or extension to lease the residential dwelling at the Upland Street Property, as required by 40 C.F.R. § 745.113(b)(2); and

d) provide a statement by the Lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and the lead hazard information required under section 406 of TSCA, 15 U.S.C. § 2686, either as an attachment to or within the contract to lease, as required by 40 C.F.R. § 745.133(b)(4).

7. The Complaint proposed to assess a penalty of thirty thousand eight hundred dollars ($30,800) for these alleged violations.

8. 40 C.F.R. § 22.15(a) states that the Respondent has a right to request a hearing and that, in order to avoid being in default, Respondent is required to file a response to the Complaint within thirty (30) days of service.

9. 40 C.F.R. § 22.17(a) states that an order of default may be issued "after motion, upon failure to file a timely answer to the complaint . . . Default by respondent constitutes, for purposes of the pending proceeding only, an admission of all facts alleged in the complaint and a waiver of respondent's right to contest such factual allegations."

10. As stated in the Motion for Default, Complainant made several attempts to serve the Complaint to Respondent by certified mail and registered overnight mail, but on each occasion, Respondent failed to claim his mail. Consequently, Complainant engaged the services of a federal process server on or about August 2000.

11. As sworn to by an Affidavit of Service, on August 31, 2000, Respondent was personally served by a federal process server. Service was acknowledged with an "X" on the Acknowledgment of Service.

12. By letter dated October 10, 2000, Complainant again notified Respondent of his obligation under the Consolidated Rules of Practice to file an Answer to EPA's Complaint and of the potential of a default order being entered against him in the event he ignored his obligation to answer the Complaint.

13. The Respondent did not file an Answer or other response to the Complaint within thirty (30) days of service and has not, to date, filed an Answer or other response to the Complaint.

14. On March 28, 2001, Complainant filed a Motion for Default Order stating that Respondent failed to file an Answer to the Complaint.

15. On March 28, 2001, the Motion for Default Order was mailed via first class mail.

16. The Respondent did not file a response to the Motion for Default Order.

CONCLUSIONS OF LAW

Pursuant to 40 C.F.R. § 22.17 and based on the entire record, I make the following conclusions of law:

1. The Complaint in this action was lawfully and properly served upon Respondent in accordance with the Consolidated Rules. 40 C.F.R. § 22.5(b)(1).

2. Respondent was required to file an answer to the Complaint within thirty (30) days of service of the Complaint. 40 C.F.R. § 22.15(a).

3. Respondent failed to file an Answer to the Complaint and such failure to file an Answer to the Complaint or otherwise respond to the Complaint constitutes an admission of all facts alleged in the Complaint and a waiver of Respondent's right to a hearing on such factual allegations. 40 C.F.R. § 22.17(a).

4. Complainant's Motion for Default Order was lawfully and properly served on Respondent. 40 C.F.R. § 22.7(c).

5. Respondent was required to file any response to the Motion within 20 days of service. 40 C.F.R. §§ 22.7(c) and 22.16(b).

6. Respondent failed to respond to the Motion and such failure to respond to the Motion is deemed to be a waiver of any objection to the granting of the Motion. 40 C.F.R. § 22.16(b).

7. Respondent is an individual who resides in Philadelphia, Pennsylvania and is the"Lessor" of "target housing" located at 5536 Upland Street, Philadelphia, Pennsylvania within the meaning of 40 C.F.R. § 745.103.

8. Respondent, as Lessor, was required to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet before a lessee was obligated under any contract to lease target housing. 40 C.F.R. § 745.107(a)(1).

9. Lessor failed to provide an EPA-approved lead hazard information pamphlet before

Lessee became obligated under the August 13, 1998 contract to lease target housing.

10. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to provide an EPA-approved lead hazardous information pamphlet to Lessee before she became obligated under a contract to lease target housing, as required by 40 C.F.R. § 745.107(a), is a violation of Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA, 15 U.S.C. § 2689.

11. Respondent, as Lessor, was required to include in each contract to lease target housing, either as an attachment or within the contract, the "Lead Warning Statement" set forth in 40 C.F.R. § 745.113(b)(1).

12. Respondent did not include the "Lead Warning Statement," as set forth in 40 C.F.R. § 745.113(b)(1), either as an attachment or within the contract to lease the residential dwelling at the Upland Street Property to Lessee.

13. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to include the "Lead Warning Statement," either as an attachment to or within the contract to lease target housing, as required by 40 C.F.R. § 745. 113(b)(1), is a violation of Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5) and of Section 409 of TSCA, 15 U.S.C. § 2689.

14. Respondent, as Lessor, was required to include in each contract to lease target housing, either as an attachment or within the contract, a statement by the lessor disclosing the presence of any known lead-based paint in the target housing or indicating a lack of knowledge of the presence of lead-based paint. 40 C.F.R. § 745.113(b)(2).

15. Respondent did not include any statement disclosing the presence of any known lead-

based paint or indicate a lack of knowledge of the presence of lead-based paint in the target housing leased to Lessee, either as an attachment to or within the August 13, 1998 contract as required by 40 C.F.R. § 745.113(b)(2).

16. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to include a statement disclosing the presence of any known lead-based paint in the target housing or indicating a lack of knowledge of the presence of lead-based paint, either as an attachment to or within the August 13, 1998 contract, is a violation of Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5) and of Section 409 of TSCA, 15 U.S.C. § 2689.

17. Respondent, as Lessor, was required to include in each contract to lease target housing, either as an attachment or within the contract, 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 required under Section 406 of TSCA, 15 U.S.C. § 2686. 40 C.F.R. § 745.113(b)(4).

18. Respondent did not include a statement by Lessee, either as an attachment to or within the contract to lease target housing, affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and the lead hazard information required under section 406 of TSCA, 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4).

19. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to include a statement by Lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and the lead hazard information required under section 406 of TSCA, 15 U.S.C. § 2686, either as an attachment to or within the August 13, 1998 contract or the renewal or extension to lease

target housing, as required by 40 C.F.R. § 745.113(b)(4), is a violation of Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5) and of Section 406 of TSCA, 15 U.S.C. § 2689.

20. Respondent's failure to comply with the requirements of 40 C.F.R. § 745.107(a)(1) and 40 C.F.R. § 745.113(b)(1), (2) and (4) is a violation of Section 406 of TSCA, 15 U.S.C. § 2686 for which Respondent is liable for civil penalties under Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d and 40 C.F.R. § 745.118(f).

21. Respondent's failure to file a timely Answer to the Complaint or otherwise respond to the Complaint is grounds for the entry of a default order against the Respondent assessing a civil penalty for the violations described above. 40 C.F.R. § 22.17(a).

22. Respondent's failure to file a response to Complainant's Motion for Default Order is deemed a waiver of Respondent's right to object to the issuance of this Order. 40 C.F.R. § 22.16(b).

23. The civil penalty of $30,800 proposed in the Complaint and requested in the Motion for Default Order is not inconsistent with TSCA and the record in this proceeding.

DETERMINATION OF CIVIL PENALTY AMOUNT

Complainant requests the assessment of a penalty of thirty thousand eight hundred dollars ($30,800) for the Disclosure Rule violations as stated in the Complaint. The penalty is based on the analysis of the statutory factors in Section 16 of TSCA and the EPA Section 1018 - Disclosure Rule: Final Enforcement Response Policy, dated February 2000 ("Disclosure Rule

ERP"). Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d and 40 C.F.R. § 745.118(f) authorize the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615, in the maximum amount of $10,000 for each violation of Section 406 of TSCA, 15 U.S.C. § 2689. This amount has been adjusted to $11,000 per violation under the Adjustment of Civil Monetary Penalties for Inflation, 40 C.F.R. Part 19, which increases the civil penalties which can be assessed by EPA under TSCA for violations of the Disclosure Rule occurring on or after July 28, 1997 by 10%.

According to the ERP, the Disclosure Rule is applicable to sellers, lessors and agents who are involved in the selling or leasing of target housing. Target housing is defined as "any housing constructed prior to 1978, except housing for the elderly or person 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." One of the most important functions of the Disclosure Rule is to protect purchasers or lessees from exposure to lead-based paint and/or lead-based paint hazards by requiring disclosure and notification.

The penalty calculation takes into account two components: a gravity based penalty and upwards or downwards adjustments to the gravity based penalty. Gravity refers to the overall seriousness of the violation. Three factors are considered in determining the gravity-based penalty: the "nature" of the violation, the "circumstances" of the violation and the "extent" of harm that may result from a given violation. The ERP sets forth, on page 9, that "the gravity-based penalty for violations of the Disclosure Rule is assessed pursuant to the general framework described in the Guidelines for Assessment of Civil Penalties under Section 16 of the Toxic Substance Control Act: PCB Penalty Policy, 45 FR 59771 (1980) ("TSCA Civil Penalty

Guidelines"). ..... These factors are incorporated into a penalty matrix that specifies the appropriate gravity-based penalty." Upward or downward adjustments may be made to the penalty once the gravity-based penalty has been determined.

The adjustments to the penalty amount are made by reviewing the following factors: the ability to pay/ability to continue in business; history of prior such violations; degree of culpability and other factors as justice may require. Other factors as justice may require include: risk of exposure; attitude; supplemental environmental projects (SEPs); audit policy; voluntary disclosure; the size of business; adjustment for small independent owners/lessors; and economic benefit derived from noncompliance. These above-mentioned factors will be discussed in the following penalty calculation.

The first gravity-based penalty factor is the "nature" of the violation. The Disclosure Rule ERP states that "the TSCA Civil Penalty Guidelines discuss the 'nature' of the violation as the essential character of the violation, and incorporates the concept of whether the violation is of a chemical control, control-associated data gathering, or hazard assessment nature. The requirements of 40 C.F.R. Part 745, Subpart F, are most appropriately characterized as 'hazard assessment' in nature." The "nature" of the violation will have a direct effect on the measure used to determine which "circumstances" and "extent" categories are selected on the gravity-based penalty matrix. According to Exhibit H, the Declaration of Daniel T. Gallo, EPA Lead Enforcement Coordinator, dated March 16, 2001, all of the alleged violations were "hazard assessment" in nature.

The second gravity-based penalty factor is "circumstances." The Disclosure Rule ERP states that "the 'circumstances' reflect the probability of harm resulting from a particular type of

violation." In this case, the harm is associated with the failure to disclose information on lead-based paint or lead-based paint hazards. The primary "circumstance" to be considered is the lessee's ability to properly assess and weigh the factors associated with human health risk when leasing target housing. Specific violations of the Disclosure Rule have been characterized with levels ranging from 1 to 6 which take into consideration compliance with the disclosure requirements and the level of potential harm associated with the buyer's or lessee's lack of knowledge of lead-based paint and lead-based paint hazards. Levels 1 and 2 are violations having a high probability of impairing the ability to assess the information required to be disclosed. Levels 3 and 4 are violations having a medium impact of impairing the ability to assess the information. Levels 5 and 6 are violations having only a low impact on the ability to assess the information required to be disclosed. According to the Declaration of Daniel T. Gallo, ("Exhibit H"), Counts I and II alleged in the Complaint warrant a Circumstance Level 1 and 2, and Counts III and IV warrant a Circumstance Level 3 and 4.

The last factor under the gravity based penalty component is the "extent" of the violation. As explained in the Disclosure Rule ERP, "the 'extent' is used to consider the degree, range, or scope of the violation. In the context of the Disclosure Rule, the measure of the 'extent' of harm will focus on the overall intent of the Rule, which is to prevent childhood lead poisoning." The potential for harm from the failure to disclose known lead-based paint and lead-based paint hazard information to a lessee of target housing would be considered "major" if risk factors are high for exposure. TSCA Civil Penalty Guidelines provide the definition for the three extent categories: Major (potential for "serious" damage to human health or for major damage to the environment); Significant (potential for "significant" amount of damage to human health or the

environment) and Minor (potential for a "lesser" amount of damage to human health or the environment). Under the Disclosure Rule, the extent factor is based on two facts: the age of any children who live in target housing and whether a pregnant women lives in the target housing. For example, a violation of "major" extent is one where a child under 6 years of age resides in target housing. The child in this case was nine months old at the time of the contract to lease. (Gallo Declaration, Exhibit H).

Furthermore, according to the City of Philadelphia Department of Public Health ("Department of Health"), an Order was issued to Respondent on April 2, 1996 to remove all deteriorated lead paint for the Upland Street Property because the property was creating a health hazard to children (Complainant's Motion for Default Order, page 2). This occurred prior to the leasing the property to the Lessee. Despite this prior Order, Respondent, as the Lessor, did not provide the proper information to the Lessee, as required by 40 C.F.R. § 745.113(b)(2).

The Lessee, unaware of the potential lead paint based hazard, leased the property. According to Complainant's Motion for Default Order, page 4, Lessee's child residing at the Upland Street Property incurred elevated blood lead levels. At the time of the filing of the Motion for Default, the Department of Health had no information suggesting that the lead hazards at the Uplands Street Property were ever abated. (Complainant's Motion for Default Order, page 2). Complainant determined that all the alleged violations were "major extent" violations because a child under the age of six resided at the Upland Street Property.

Specifically applied to this case, the following is a break down of the penalty amounts in the Default Motion and for each Count in the Complaint.

Count I: Respondent failed to provide an EPA-approved lead hazard information

pamphlet before Lessee became obligated under the Lease Agreement as required by 40 C.F.R. § 745.107(a)(1).

Penalty:	Circumstance High, Level 1	
	Major Extent:	$11,000

Count II: Respondent failed to provide a lead warning statement to the Lessee as required by 40 C.F.R. Section 745.113(b)(1).

Penalty:	Circumstance High, Level 2	
	Major Extent:	$ 8,800

With respect to Counts I and II, Respondent's failure to provide the EPA-approved lead hazard information pamphlet before Lessee became obligated under the August 13, 1998 contract to lease, and Respondent's failure to provide a lead warning statement to the Lessee had a high probability of impairing the ability of the Lessee to assess and weigh the factors/risks posed by lead-based paint which are contained in such disclosures required under the Disclosure Rule. As a result, these violations respectively warrant a "Circumstance Level 1 and 2" application under the Disclosure Rule ERP (Exhibit H, Declaration of Daniel T. Gallo, page 2).

Count III: Respondent failed to disclose the presence of any known lead-based paint in the target housing or indicate a lack of knowledge of the presence of lead-based paint, either as an attachment to or within the contract to lease as required by 40 C.F.R. Section 745.113(b)(2).

Penalty:	Circumstance Medium, Level 3	
	Major Extent:	$ 6,600

Count IV: Respondent failed to include a statement by the Lessee, either as an attachment to or within the contract to lease, affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and the lead hazard information required under Section 406 of TSCA, 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4).

Penalty:	Circumstance Medium, Level 4	
	Major Extent:	$ 4,400

With respect to Counts III and IV, Respondent's failure to disclose the presence of any known lead-based paint in the Upland Street Property, and Respondent's failure to include a statement by the Lessee, either as an attachment to or within the August 13, 1998 contract to lease, affirming receipt of the information required under the Disclosure Rule, had a medium impact of impairing the Lessee's ability to assess and weigh the factors/risks posed by lead based paint. As a result, these violations respectively warrant a "Circumstance Level 3 and 4" application under the Disclosure Rule ERP. (Exhibit H, Declaration of Daniel T. Gallo, page 2).

TOTAL: $30,800

According to the Complainant's Motion for Default Order, the Respondent failed to Answer the Complaint and therefore did not raise an inability to pay defense. As set forth on page 2 of Exhibit H, Declaration of Daniel T. Gallo, "EPA was unable to obtain any financial information to determine whether the Respondent was able to pay the proposed penalty and what effect, if any, the proposed penalty would have on the Respondent's ability to continue to do business because the information necessary to make such a determination resides exclusively within Respondent's control as a small business owner. However, EPA was able to ascertain that Respondent owns several residential rental properties in Philadelphia County, which indicates an ability to pay the proposed penalty in light of his several real estate investment holdings."

As explained in Mr. Gallo's Declaration ("Exhibit H"), the Respondent does not have a prior history of noncompliance with the Disclosure Rule. However, Respondent has a prior history of recalcitrance with the City of Philadelphia for failure to comply with an Order to abate the lead hazards at the Upland Street Property.

Respondent did have actual or constructive knowledge that the apartment he leased had lead based paint hazards. After receiving the Order from the Department of Health in 1996, Respondent from that point on was aware of the potential dangers. He does have culpability in leasing this property knowing that there was a risk to children. The Disclosure Rule ERP allows for an increase to the proposed penalty up to 25%. Complainant did not adjust the gravity based penalty upward for degree of culpability. (Exhibit H, Declaration of Daniel T. Gallo, page 2).

Complainant did not specifically address any of the eight other criteria under "other

factors as justice may require."

I have determined that the penalty amount of $30,800 proposed by Complainant is appropriate based on the record and on Section 1018 of the Act. The penalty amount takes into account the significance of the violations since there is a substantial risk to the health of children.

ORDER

Pursuant to the Consolidated Rules at 40 C.F.R. Part 22, including 40 C.F.R. §22.17, Complainant's Motion for Default Order is hereby GRANTED and Respondent is hereby ORDERED as follows:

1. Respondent, James Popley, is hereby assessed a civil penalty in the amount of thirty thousand eight hundred dollars ($30, 800) and ordered to pay the civil penalty as directed in this order.

2. Respondent James Popley shall pay the civil penalty by certified or cashier's check payable to the Treasurer of the United States within thirty (30) days after this Default Order has become final. The check shall be sent by certified mail, return receipt requested, to:

   Mellon Bank
   EPA - Region III
   Regional Hearing Clerk
   P. O. Box 360515
   Pittsburgh, PA 15251-6515

3. A copy of the payment shall be mailed to the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, PA 19103.

A transmittal letter identifying the name and docket number should accompany both the remittance and the copy of the check.

4. In the event of failure by Respondent to make payment as directed above this matter may be referred to a United States Attorney for recovery by appropriate action in United States District Court.

5. Pursuant to the Debt Collection Act, 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debt owed to the United States and a charge to cover the cost of processing and handling a delinquent claim.

6. This Default Order constitutes an Initial Decision, as provided in 40 C.F.R. § 22.17(c) and 22.27(a). This Initial Decision shall become a final order forty-five (45) days after it is served upon the parties unless (1) a party appeals the Initial Decision to the EPA Environmental Appeals Board,[1] (2) a party moves to set aside the Default Order that constitutes this Initial Decision, or (3) the Environmental Appeals Board elects to review the Initial Decision on its own initiative.

IT IS SO ORDERED.

7/30/04
Date

SIGNED
Renée Sarajian
Regional Judicial Officer

[1]Under 40 C.F.R. § 22.30, any party may appeal this Order by filing an original and one copy of a notice of appeal and an accompanying appellate brief with the Environmental Appeals Board within **thirty days** after this Initial Decision is served upon the parties.

CERTIFICATE OF SERVICE

This Initial Decision and Default Order was served on the date below, by the manner indicated, to the following people:

VIA HAND DELIVERY:

Louis F. Ramalho (3RC30)
Assistant Regional Counsel
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103

VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED:

James Popley
29 North 50th Street
Philadelphia, PA 19139

VIA POUCH MAIL:

Eurika Durr
Clerk of the Board, Environmental Appeals Board (MC 1103B)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460-0001

_____ **SIGNED** _____

Date Lydia Guy
Regional Hearing Clerk