



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

OCT 20 2009

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No.7001 0320 0006 0191 0547

Mr. Ernest Essad Jr.
Williams Williams Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

PEM Investments LLC, PM Rockcastle LP, PM First Street LP,
and PM Cass LLC TSCA-05-2010-0002

Dear Mr. Kennedy:

I have enclosed a copy of an original fully executed Consent Agreement and Final Order in resolution of the above case. This document was filed on October 20, 2009, with the Regional Hearing Clerk.

The civil penalty in the amount of \$25,000 is to be paid in the manner described in paragraphs 64 and 65. Please be certain that the number **BD 2751047X002** and the docket number are written on both the transmittal letter and on the check. Payment is due by November 19, 2009, (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Estrella Calvo".

Estrella Calvo
Pesticides and Toxic Compliance Section

Enclosures

cc: Eric Volck, Cincinnati Finance/MWD (w/Encl.)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

RECEIVED
OCT 20 2009
REGION 5

In the Matter of: REGIONAL HEARING CLERK)
USEPA)
REGION 5)
PEM Investments LLC, PM Rockcastle LP,)
PM First Street LP, and PM Cass LLC,)
Respondents.)

Docket No. TSCA-05-2010-0002

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

Consent Agreement and Final Order Commencing and Concluding the Proceeding

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules) as codified at 40 C.F.R. Part 22.

2. The Complainant is the Director of the Land and Chemicals Division, United States Environmental Protection Agency (EPA), Region 5.

3. Respondents are PEM Investments Limited Liability Company, PM Rockcastle Limited Partnership, PM First Street Limited Partnership, and PM Cass Limited Liability Company, each doing business in the State of Michigan.

4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO,

and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

Statutory and Regulatory Background

9. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Lead Act), 42 U.S.C. § 4852d, requires the Administrator of EPA to promulgate regulations for the disclosure of lead-based paint hazards in target housing that is offered for sale or lease.

10. On March 6, 1996, EPA promulgated regulations at 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 (Disclosure Rule) pursuant to 42 U.S.C. § 4852d.

11. 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.

12. 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.

13. 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.

14. 40 C.F.R. § 745.103 defines “agent” as any party who enters into a contract with a seller or a lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.

15. 40 C.F.R. § 745.103 defines “seller” as any entity that transfers legal title to target housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations. The term “seller” also includes an entity that transfers shares in a cooperatively owned project in return for consideration, an entity that transfers its interest in a leasehold, in jurisdictions or circumstances where it is legally permissible to separate the fee title from the title to the improvement, in return for consideration.

16. 40 C.F.R. § 745.103 defines “purchaser” as any entity that enters into an agreement to purchase an interest in target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

17. 40 C.F.R. § 745.113(a) requires that each contract to sell target housing include an attachment containing the following elements: a lead warning statement; a statement by the seller disclosing the presence of any known lead-based paint and/or lead-based paint hazards or lack of knowledge of such presence; a list of any records or reports available to the seller that have been provided to the purchaser regarding lead-based paints and/or lead-based paint hazards in target housing or a statement that no such records are available; a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the *Lead Hazard Information Pamphlet*; a statement by the purchaser that he or she has received or

waived the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a); and, the signatures and dates of signatures of the seller, agent, and purchaser certifying the accuracy of their statements.

18. 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, the signatures and dates of signature of the lessor, agent, and lessee certifying the accuracy of their statements.

19. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failure 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), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

20. The Administrator of EPA may assess a civil penalty of up to \$11,000 for each violation of Section 409 of TSCA that occurred after July 28, 1997 through January 12, 2009, and may assess a civil penalty of up to \$16,000 for each violation of Section 409 that occurred after January 12, 2009, pursuant to 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19.

Factual Allegations and Alleged Violations

PEM Investments LLC

21. Between August 1, 2004 and January 14, 2005, Respondent PEM Investments LLC managed residential apartment buildings in Detroit, Michigan at 2170 E. Jefferson Avenue and 5087 E. Outer Drive (Respondent’s properties).

22. Respondent’s properties are “target housing” as defined in 40 C.F.R. § 745.103.

23. On the following dates, Respondent PEM Investments LLC, either directly or through its authorized agent, entered into the following two lease agreements (contracts) with individuals for the lease of apartment units within Respondent’s properties:

Address	Apartment No.	Date of Lease
2170 E. Jefferson Avenue/Pasadena Apts.	1002	08/01/2004
5087 E. Outer Drive/Embassy Manor Apts.	C-303	01/14/2005

24. Each of the two contracts referred to in paragraph 23, above, covered a term of occupancy greater than 100 days.

25. Respondent PEM Investments LLC is an “agent,” as defined in 40 C.F.R. § 745.103, because it entered into a contract with the lessor for the purpose of leasing the target housing referenced in paragraph 23, above.

26. Each individual who signed a lease to pay rent in exchange for occupancy of the target housing referred to in paragraph 23, above, became a “lessee” as defined in 40 C.F.R. § 745.103.

27. 40 C.F.R. 745.115(a) requires the agent to ensure compliance with all requirements by informing the lessor of its obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. Part §§ 745.107 and 745.113 or to personally ensure compliance with the requirements.

28. EPA alleges that Respondent PEM Investments LLC failed to ensure that the lessor include, or to personally include, a lead warning statement, either within the contract or as an attachment to the contract for the lease of Respondent's properties at 2170 E. Jefferson Avenue and 5087 E. Outer Drive, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

29. EPA alleges that Respondent PEM Investments LLC failed to ensure that the lessor include, or to personally 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 the contract or as an attachment to the contract for the lease of Respondent's properties at 2170 E. Jefferson Avenue and 5087 E. Outer Drive, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

30. EPA alleges that Respondent PEM Investments LLC failed to ensure that the lessor include, or to personally include, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Respondent's properties at 2170 E. Jefferson Avenue and 5087 E. Outer Drive, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

31. EPA alleges that Respondent PEM Investments LLC failed to ensure that the lessor include, or to personally include, 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* required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for the

lease of Respondent's properties at 2170 E. Jefferson Avenue and 5087 E. Outer Drive, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

32. EPA alleges that Respondent PEM Investments LLC failed to ensure that the lessor include, or to personally include, the signatures of the lessor, agent, and the lessees certifying to the accuracy of their statements and the dates of such signatures, either within the contract or as an attachment to the contract for the lease of Respondent's properties at 2170 E. Jefferson Avenue and 5087 E. Outer Drive, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

PM Rockcastle LP

33. EPA alleges that Between October 4, 2005 and March 6, 2006, Respondent PM Rockcastle LP owned residential apartment buildings in Harper Woods, Michigan at 19204 Rockcastle, 19242 Rockcastle and 19258 Rockcastle, Harper Woods, Michigan (Respondent's properties).

34. Respondent's properties are "target housing" as defined in 40 C.F.R. § 745.103.

35. On the following dates, Respondent PM Rockcastle LP, either directly or through its authorized agent, entered into the following four lease agreements (contracts) with individuals for the lease of apartment units within Respondent's properties:

Address	Apartment No.	Date of Lease
19204 Rockcastle	205	03/06/2006
19242 Rockcastle	205	08/31/2005
19258 Rockcastle	201	04/28/2005
19242 Rockcastle	105	10/04/2005

36. Each of the four contracts referred to in paragraph 35, above, covered a term of occupancy greater than 100 days.

37. Respondent PM Rockcastle LP is a “lessor,” as defined in 40 C.F.R. § 745.103, because it offered the target housing referred to in paragraph 35, above, for lease.

38. Each individual who signed a lease to pay rent in exchange for occupancy of the target housing referred to in paragraph 35, above, became a “lessee” as defined in 40 C.F.R. § 745.103.

39. EPA alleges that Respondent failed to include a lead warning statement, either within the contract or as an attachment to the contract for the lease of Respondent’s properties at 19204 Rockcastle, 19242 Rockcastle, and 19258 Rockcastle, Harper Woods, Michigan, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

40. EPA alleges that Respondent PM Rockcastle LP failed 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 the contract or as an attachment to the contract for the lease of Respondent’s properties at 19204 Rockcastle, 19242 Rockcastle and 19258 Rockcastle, Harper Woods, Michigan, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

41. EPA alleges that Respondent PM Rockcastle LP failed 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 target housing that have been provided to the lessee or a statement that no such records are available, either within the contract or as an attachment to the contract for the lease of Respondent’s properties at 19204 Rockcastle, 19242 Rockcastle and 19258 Rockcastle, Harper Woods, Michigan, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

42. EPA alleges that Respondent PM Rockcastle LP 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 (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 the lease of Respondent’s properties at 19204 Rockcastle, 19242 Rockcastle and 19258 Rockcastle, Harper Woods, Michigan, in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

43. EPA alleges that Respondent PM Rockcastle LP failed to include the signatures of the lessor, agent, and the lessees certifying to the accuracy of their statements and the dates of such signatures, either within the contract or as an attachment to the contract for the lease of Respondent’s properties at 19204 Rockcastle, 19242 Rockcastle and 19258 Rockcastle, Harper Woods, Michigan, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Sales Transactions

PM CASS LLC

44. EPA alleges that, on the following dates, Respondent PM Cass LLC, either directly or through Respondent’s authorized agent, entered into the following a written sales agreement (contract) with individuals for the sale of target housing:

Address	Date of Sale
5440 Cass, Detroit, Michigan	11/12/2004

45. Respondent PM Cass LLC is a “seller,” as defined in 40 C.F.R. § 745.103, because it transferred legal title of the target housing referred to in paragraph 44, above, in return for consideration.

46. The individuals who signed the contracts to purchase the target housing referred to in paragraph 44, above, became a “purchaser,” as defined in 40 C.F.R. § 745.103, because they entered into an agreement to purchase an interest in target housing.

47. EPA alleges that Respondent PM Cass LLC failed to include a lead warning statement, as an attachment to the contract to sell the target housing at 5440 Cass, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

48. EPA alleges that Respondent PM Cass LLC failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or a lack of knowledge of such presence, as an attachment to the contract to sell target housing at 5440 Cass, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

49. EPA alleges that Respondent PM Cass LLC failed to include a list of records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the purchaser or a statement that no such records or reports are available, as an attachment to the contract to sell target housing at 5440 Cass, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

50. EPA alleges that Respondent PM Cass LLC failed to include a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the *Lead Hazard Information Pamphlet* required under 15 U.S.C. § 2696, as an attachment to the contract to sell target housing at 5440 Cass, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

51. EPA alleges that Respondent PM Cass LLC failed to include a statement by the purchaser that he or she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity, as an attachment to the

contract to sell target housing at 5440 Cass, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(5), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

52. EPA alleges that Respondent PM Cass LLC failed to include the signatures of the seller, agent, and purchaser certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature, as an attachment to the contract to sell target housing at 5440 Cass, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(7), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

PM FIRST STREET LP

53. On the following dates, Respondent PM First Street LP, either directly or through Respondent's authorized agent, entered into the following a written sales agreement (contract) with individuals for the sale of target housing:

Address	Date of Sale
1511 First Street, Detroit, Michigan	05/13/2004

54. Respondent PM First Street LP is a "seller," as defined in 40 C.F.R. § 745.103, because it transferred legal title of the target housing referred to in paragraph 53, above, in return for consideration.

55. The individuals who signed the contracts to purchase the target housing referred to in paragraph 53, above, became a "purchaser," as defined in 40 C.F.R. § 745.103, because they entered into an agreement to purchase an interest in target housing.

56. EPA alleges that Respondent PM First Street LP failed to include a lead warning statement, as an attachment to the contracts to sell the target housing at 1511 First Street, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

57. EPA alleges that Respondent PM First Street LP failed to include a statement

disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or a lack of knowledge of such presence, as an attachment to the contract to sell target housing at 1511 First Street, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

58. EPA alleges that Respondent PM First Street LP failed to include a list of records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the purchaser or a statement that no such records or reports are available, as an attachment to the contract to sell target housing at 1511 First Street, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

59. EPA alleges that Respondent PM First Street LP failed to include a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the *Lead Hazard Information Pamphlet* required under 15 U.S.C. § 2696, as an attachment to the contract to sell target housing at 1511 First Street, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

60. EPA alleges that Respondent PM First Street LP failed to include a statement by the purchaser that he or she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity, as an attachment to the contract to sell target housing at 1518 Green Briar Drive, in violation of 40 C.F.R. § 745.113(a)(5), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

61. EPA alleges that Respondent PM First Street LP failed to include the signatures of the seller, agent, and purchaser certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature, as an attachment to the contract to sell target

housing at 1511 First Street, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(7), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

62. EPA alleges that Respondent PM First Street LP failed to retain a copy of the completed attachment or lease contract containing the information required under 40 C.F.R. § 745.113(b) for no less than three years from the commencement of the leasing period for the contract to lease Respondent's properties at 1511 First Street, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(c)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Civil Penalty

63. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$25,000.00. In determining the penalty amount, Complainant considered the nature, circumstances, extent, and gravity of the violations, and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of such prior violations, the degree of culpability. Complainant also considered EPA's *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy*, dated December 2007.

64. Within 30 days after the effective date of this CAFO, Respondents must pay a \$25,000 civil penalty for the TSCA violations by sending a cashier's or certified check, payable to the "Treasurer, United States of America," to:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

The check must state the case name, the docket number of this CAFO, and the billing document number.

65. A transmittal letter stating Respondents' name, the case title, Respondents' complete address, the case docket number and the billing document number must accompany the payment. Respondents must send a copy of the check and transmittal letter to:

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

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

Luis Oviedo (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

66. This civil penalty is not deductible for federal tax purposes.

67. If Respondents do not pay the civil penalty timely, EPA may refer this matter to the Attorney General who will recover such amount, plus interest, in the appropriate district court of the United States under Section 16(a) of TSCA, 15 U.S.C. § 2615(a). The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

68. Pursuant to 31 C.F.R. § 901.9, Respondents must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date the payment was due at a rate established pursuant to 31 U.S.C. § 3717. Respondents must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondents must pay a 6 percent per year penalty on any principal amount 90 days past due.

General Provisions

69. This CAFO resolves only Respondents' liability for federal civil penalties for the violations alleged in the CAFO.

70. This CAFO does not affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

71. This CAFO does not affect Respondents' responsibility to comply with the Lead Act and the Disclosure Rule and other applicable federal, state, and local laws.

72. Respondents certify that they are complying with the Lead Act and the Disclosure Rule.

73. The terms of this CAFO bind Respondents, and their successors and assigns.

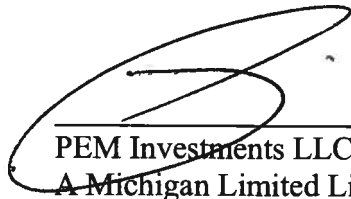
74. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

75. Each party agrees to bear its own costs and attorney's fees in this action.

76. This CAFO constitutes the entire agreement between the parties.

**PEM Investments LLC,
PM Rockcastle LP,
PM First Street LP, and
PM Cass LLC, Respondents**

10/7/09
Date _____



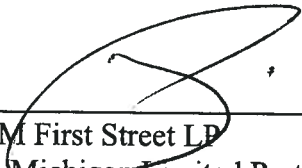
PEM Investments LLC
A Michigan Limited Liability Company
By: Paul M. Mashni on behalf of
PEM Investments LLC

10/7/09
Date




PM Rockcastle LP
A Michigan Limited Partnership
By: Paul M. Mashni on behalf of
PEM Investments LLC

10/7/09
Date



PM First Street LP
A Michigan Limited Partnership
By: Paul M. Mashni on behalf of
PEM Investments LLC

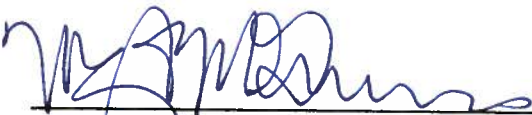
10/7/09
Date



PM Cass LLC
A Michigan Limited Liability Company
By: Paul M. Mashni on behalf of
PEM Investments LLC

United States Environmental Protection Agency, Complainant

October 14, 2009
Date



Margaret M. Guerriero
Director
Land and Chemicals Division

In the Matter of:
PEM Investments LLC,
PM Rockcastle LP,
PM First Street LP, and
PM Cass LLC,
Docket No. TSCA-05-2010-0002

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

10/16/09
Date

Walter W. Kovalsky
for
Bharat Mathur
Acting Regional Administrator
United States Environmental Protection Agency
Region 5

RECEIVED
OCT 20 2009
REGIONAL HEARING CLERK
USEPA
REGION 5

U.S. ENVIRONMENTAL
PROTECTION AGENCY
SEP 24 2009
OFFICE OF REGIONAL
COUNSEL

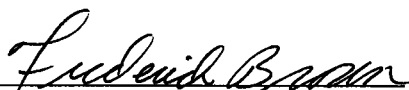
CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Consent Agreement and Final Order in the resolution of the civil administrative action involving PEM Investments LLC, PM Rockcastle LP, PM First Street LP, and PM Cass LLC, was filed on April 24, 2009, 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. 7001 0320 0006 0191 0547 to:

Mr. Ernest Essad Jr.
Williams Williams Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
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