



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

AUG 28 2007

REPLY TO THE ATTENTION OF:
LC-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0005 8931 9110

Stephen Smiley
Investors Management Services Corp.
18222 Livernois Avenue
Detroit, Michigan 48221

Consent Agreement and Final Order, Docket No. TSCA-05-2007-0016

Dear Mr. Smiley:

I have enclosed a copy of an original fully executed Joint Complaint and Consent Agreement and Final Order in resolution of the above case. This document was filed on August 28, 2007 with the Regional Hearing Clerk.

The civil penalty in the amount of \$1,800 is to be paid in the manner prescribed in paragraphs 44, 45 and 46. Please be certain that the number **BD 2750747X015** and the docket number are written on both the transmittal letter and on the check. Payment is due by September 27, 2007 (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in cursive script that reads "Estrella Calvo".

Estrella Calvo
Pesticides and Toxics Compliance Section

Enclosures

cc: Marcy Toney, Regional Judicial Officer/C-14J (w/Encl.)
Mary McAuliffe, ORC/C-14J (w/Encl.)
Eric Volck, Cincinnati Finance/MWD (w/Encl.)
Mr. Joseph Dillard

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:)

INVESTORS MANAGEMENT SERVICE CORP.,)
DETROIT, MICHIGAN,)

Respondent.)

Docket No. TSCA-05-2007-0018

**JOINT CIVIL COMPLAINT AND
CONSENT AGREEMENT AND FINAL ORDER**

Complainant, United States Environmental Protection Agency, (“U.S. EPA” or the “Agency”), Region 5, and Respondent Investors Management Service Corp. (“Respondent”), wishing to settle all matters pertaining to this case and having consented to the entry of this Joint Civil Complaint and Consent Agreement and Final Order (“CAFO”); NOW THEREFORE, before the taking of any testimony, without the adjudication of any issues of law or fact herein, the Parties consent to the entry of and agree to comply with the terms of the CAFO.

I. AUTHORITY AND JURISDICTION

1. This is a civil administrative action issued under the authority vested in the Administrator of the U.S. EPA by 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, U.S. EPA, Region 5.
3. The Respondent is Investors Management Service Corp., located in Detroit, Michigan.
4. The Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (“Consolidated Rules”), 40 C.F.R. §§ 22.13(b) and 22.18(b), provide that where the Parties agree to settlement of one or more causes of action

before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a CAFO.

II. STATUTORY AND REGULATORY REQUIREMENTS

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

6. Under 42 U.S.C. § 4852d, on March 6, 1996, U.S. 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”).

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 40 C.F.R. § 745.113(b)(1) of the Disclosure Rule requires the lessor to include, as an attachment to or within the contract, a lead warning statement before a lessee is obligated under the contract to lease target housing.

13. 40 C.F.R. § 745.113(b)(2) requires the lessor to include, as an attachment to or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

14. 40 C.F.R. § 745.113(b)(3) requires the lessor to include, as an attachment to or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that has been provided to the lessee. If no such records or reports are available, the lessor must so indicate.

15. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, as an attachment to 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 (b)(3) and the Lead Hazard Information Pamphlet before a lessee is obligated under the contract to lease target housing.

16. 40 C.F.R. § 745.113(b)(6) requires the lessor to include, as an attachment to or within the contract, 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 before a lessee is obligated under the contract to lease target housing.

17. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failure to comply with the Disclosure Rule is a violation of Section 409 of TSCA, 15 U.S.C. § 2689, which subjects the violator to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118(f), and 42 U.S.C. § 4852d(b)(5).

III. ALLEGED FACTS

18. Between at least August 2, 2002 and November 14, 2003, Respondent managed the following residential rental properties located at the following addresses in Detroit, Michigan: 17144 Birchcrest; 1993 W. Buena Vista; 12880 Dolson; 31-37 Emery; 19185 Fleming; 17209 Healy; 16821 Lahser; 19199 Lahser; 18041 Northlawn; 18610 Pembroke; 2208-2210 Richton; 18042 Schaefer; 4727 Second Avenue; and 9394 Wildemere (referred to

individually as “Residential Rental Property” and collectively as the “Residential Rental Properties”).

19. Each Residential Rental Property was constructed prior to 1978.

20. Each Residential Rental Property and each rental unit, excluding any 0-bedroom unit, is target housing” as defined in 40 C.F.R. § 745.103.

21. On August 29, 2002, representatives of the U.S. EPA and the United States Department of Housing and Urban Development (“HUD”) conducted an inspection at 18222 Livernois Avenue, Detroit, Michigan to monitor compliance with Section 1018 and U.S. EPA’s implementing regulations found at 40 C.F.R. Part 745, Subpart F.

22. On November 4, 2003, Complainant issued an administrative subpoena *duces tecum* (the “subpoena”) to Investors Management Service Corp., 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 Residential Rental Properties managed by Investors Management Service Corp., from September 1, 2000 to December 5, 2003.

23. On December 5, 2003, Respondent provided Complainant with documents responsive to the TSCA administrative subpoena referenced in paragraph 22, above, including information identifying Respondent as the management company responsible for the Residential Rental Properties referenced in paragraph 18 above.

24. On August 10, 2001 and August 15, 2001, the City of Detroit Department of Health Lead Poisoning Prevention Program issued notices regarding violations of the State of Michigan and the City of Detroit Health and Safety Code, Article 10, Section 24-10 at, respectively, the 2210 Richton and 4727 Second Avenue properties. Each of the notices issued to the lessor and/or agent provided him or her with knowledge regarding the condition of the

managed properties and the presence of lead-based paint and/or lead-based paint hazards.

25. Respondent, as agent and/or manager of the Residential Rental Properties, offered for lease the Residential Rental Properties identified below, and entered into the following 26 written rental agreements (“Rental Contracts”) with individuals on the dates indicated:

Address	Apartments	Date of Lease
17144 Birchcrest	N/A	08/27/2003
1993 W. Buena Vista	N/A	10/25/2002
12880 Dolson	#103	02/13/2003
12880 Dolson	#104	03/11/2003
12880 Dolson	#108	10/29/2001
12880 Dolson	#109	04/28/2003
12880 Dolson	#111	06/12/2002
12880 Dolson	#208	11/02/2002
12880 Dolson	#306	08/23/2002
12880 Dolson	#308	11/04/2002
12880 Dolson	#310	03/13/2002
12880 Dolson	#316	10/18/2002
31 Emery	#3	07/25/2003
37 Emery	#1E	11/25/2002
31-37 Emery	#3	10/16/2002
19185 Fleming	N/A	09/17/2002
17209 Healy	N/A	09/25/2003
16821 Lahser	#1	08/28/2003
16821 Lahser	#3	10/06/2003
19199 Lahser	#18	10/29/2003
18041 Northlawn	Lower	02/01/2003
18610 Pembroke	N/A	11/14/2003
2210 Richton	Lower	08/06/2003
18042 Schaefer	N/A	08/02/2002
4727 Second Avenue	#3	08/07/2003
9394 Wildemere	N/A	07/11/2003

26. Each of the 26 Rental Contracts, referenced in the table in paragraph 25, above, covered a term of occupancy greater than 100-days.

27. Between August 2, 2002 and November 14, 2003, Respondent, as the agent and/or manager of the Residential Rental Properties, entered into agreements with individuals to lease those units, on the dates listed in the table in paragraph 25, above.

28. Respondent is an “agent” and/or “lessor” as defined by 40 C.F.R. § 745.103, since it offered the target housing, referenced in the table in paragraph 25, above, for lease.

29. Each individual who signed a lease to pay rent in exchange for occupancy of a unit at the Rental Property, became a “lessee,” as defined in 40 C.F.R. § 745.103, since he or she entered into a agreement to lease target housing.

IV. ALLEGED VIOLATIONS

30. Respondent failed to personally include and failed to ensure that the owner included, either within the contract for the lease of the unit or as an attachment to the contract, a lead warning statement before the lessees at 1993 W. Buena Vista, 12880 Dolson, 31 Emery, 31-37 Emery, 19185 Fleming, 16821 Lahser, 18041 Northlawn, 18610 Pembroke, 18042 Schaefer, 4727 Second Avenue, and 9394 Wildemere, Detroit, Michigan were obligated under the contracts referenced in paragraph 25, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(1).

31. Respondent failed to personally include and failed to ensure that the owner included, either within the contract for the lease of the unit or as an attachment to the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, before the lessees at 1993 W. Buena Vista, 12880 Dolson, 31 Emery, 31-37 Emery, 19185 Fleming, 16821 Lahser, 18041 Northlawn, 18610 Pembroke, 2210 Richton,

18042 Schaefer, 4727 Second Avenue, and 9394 Wildemere, Detroit, Michigan were obligated under the contracts referenced in paragraph 25, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(2).

32. Respondent failed to personally include and failed to ensure that the owner included, either within the contract for the lease of the unit or as an attachment to the contract, a list of any records or reports available to the lessor that pertain to lead-based paint and/or lead-based paint hazard information or indicate that no such list exists, before the lessees at 1993 W. Buena Vista, 12880 Dolson, 31 Emery, 31-37 Emery, 19185 Fleming, 16821 Lahser, 18041 Northlawn, 18610 Pembroke, 2210 Richton, 18042 Schaefer, 4727 Second Avenue, and 9394 Wildemere, Detroit, Michigan were obligated under the contracts referenced in paragraph 25, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(3).

33. Respondent failed to personally include and failed to ensure that the owner included, either within the contract for the lease of the unit or as an attachment to the contract, a statement by the lessees affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (b)(3) and the lead hazard pamphlet before the lessees at 1993 W. Buena Vista, 12880 Dolson, 31 Emery, 31-37 Emery, 19185 Fleming, 16821 Lahser, 18041 Northlawn, 18610 Pembroke, 2210 Richton, 18042 Schaefer, 4727 Second Avenue, and 9394 Wildemere, Detroit, Michigan were obligated under the contracts referenced in paragraph 25, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(4).

34. Respondent failed to personally include and failed to ensure that the owner included, either within the contract for the lease of the unit or as an attachment to the contract, the signatures of the lessor and the lessees certifying to the accuracy of their statements and the dates of such signature before the lessees at 17144 Birchcrest, 1993 W. Buena Vista, 12880 Dolson,

31 Emery, 37 Emery, 31-37 Emery, 19185 Fleming, 17209 Healy, 16821 Lahser, 19199 Lahser, 18041 Northlawn, 18610 Pembroke, 2210 Richton, 18042 Schaefer, 4727 Second Avenue, and 9394 Wildemere, Detroit, Michigan were obligated under the contracts referenced in paragraph 25, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(6).

V. PENALTY CALCULATION

35. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. Part 745 Subpart F, authorize the assessment of a civil penalty under TSCA § 16 in the maximum amount of \$10,000 for each violation of TSCA § 409. This maximum penalty amount has been adjusted to \$11,000 per each violation under the Civil Monetary Penalty Inflation Adjustment Act and Rule for violations occurring after July 28, 1997, 31 U.S.C. § 3701 and 62 Fed. Reg. 35038 (1997).

36. In determining a civil penalty, the U.S. EPA has taken into consideration the nature, circumstances, extent and gravity of the violations alleged and, with respect to the violators, ability to pay, effect 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.

37. In consideration of the cooperation displayed by the Respondent and other factors as justice may require, U.S. EPA agrees to mitigate the proposed penalty to \$18,000.

38. In consideration of Respondent's agreement to perform the Supplemental Environmental Project specified in paragraphs 50 through 57, below, U.S. EPA agrees to further mitigate the penalty of \$18,000 to \$1,800.

VI. OPPORTUNITY TO REQUEST A HEARING

39. Upon executing this CAFO, Respondent waives all rights to request a judicial or administrative hearing under the provisions of the Administrative Procedure Act, 5 U.S.C. §§ 551 *et seq.*, and the Consolidated Rules on any issue of law or fact set forth in this CAFO, including, but not limited to, their right to request a hearing, and their right to appellate review

of the final order. This waiver includes any right to contest the appropriateness of the amount of the proposed and final penalty.

VII. TERMS OF SETTLEMENT

40. Respondent admits the jurisdictional allegations contained in this Consent Agreement and Final Order and neither admits nor denies the factual allegations contained in this CAFO.

41. Respondent certifies that upon the effective date of this CAFO, it is no longer managing target housing.

42. The parties consent to the terms of this CAFO.

43. In consideration of the facts and circumstances of this matter, Respondent's cooperation, agreement to complete a Supplemental Environmental Project, and other factors as justice may require, U.S. EPA agrees to mitigate the proposed penalty of \$18,000 to \$1,800. The parties acknowledge and understand that payment of a civil penalty component of \$1,800 together with the completion of the Supplemental Environmental Project costing \$16,200 are made in full satisfaction, extinguishment, and bar of all claims made in the complaint.

44. Respondent must pay the \$1,800 civil penalty by cashier's or certified check payable to the "*Treasurer, United States of America,*" within 30 days after the effective date of this CAFO.

45. Respondent must send the check to:

U.S. EPA, Region 5
P. O. Box 371531
Pittsburgh, PA 15251-7531

46. A transmittal letter, stating Respondent's name, complete address, the case docket number, and the billing document (BD) number, which is provided in the cover letter for this CAFO, must accompany the payment. Respondent must write the case docket number and the BD number on the face of the check. Respondent must send copies of the check and transmittal letter to:

Regional Hearing Clerk, (13J)
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

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

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

47. Neither the civil penalty nor the cost of the supplemental environmental project described below is deductible for federal tax purposes.

48. If Respondent does not pay timely the civil penalty, U.S. EPA may bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties and the United States' enforcement expenses for the collection action. The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

49. Interest will accrue on any overdue amount from the date payment was due in accordance with 31 U.S.C. § 3717. Respondent will pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due.

Supplemental Environmental Project

50. Respondent agrees to take the steps required in this CAFO to complete a Supplemental Environmental Project to abate and/or mitigate lead-based paint hazards in residential housing where one or more children reside in Detroit. This project will be actually completed by Greater Detroit Area Health Council, CLEARCorpsDetroit ("GDAH/C/CCD"), a not for profit organization.

51. Respondent has entered into a written agreement with GDAH/C/CCD under which Respondent agrees to the following:

a. no later than October 29, 2007, Respondent will provide a check for \$8,100 to GDAHCC/CCD to fund the lead-based paint hazard abatement and/or mitigation project in accordance with paragraph 50;

b. no later than January 7, 2008, Respondent will provide a check for \$8,100 to GDAHCC/CCD to fund the lead-based paint hazard abatement and/or mitigation project in accordance with paragraph 50; and

c. GDAHCC/CCD agrees to provide a copy of a report documenting that the funds have been expended by no later than August 30, 2008.

52. No later than 30 days after July 31, 2008, Respondent shall provide (or cause to be provided) U.S. EPA with either: (1) a copy of the report that GDAHCC/CCD provides to Respondent documenting the following: (a) that GDAHCC/CCD has expended the \$16,200 for lead-based paint hazard abatement and/or mitigation as described in paragraphs 50 and 51, above; (b) the address(es) where such abatement and/or mitigation has been completed; (c) a summary of the work performed at (each) address; and (d) documentation that clearance was conducted after such lead-based paint hazard abatement and/or mitigation activities were performed to determine that the hazard abatement activities are complete and that no settled dust-lead hazards exist; or in the alternative, (2) a verified statement that GDAHCC/CCD has not completed and provided to the Respondent a copy of the report described in paragraphs 50 and 51, above.

53. Respondent certifies that it is not required to perform the Supplemental Environmental Project by any law, regulation, grant, order, or any other agreement, or as injunctive relief as of the date Respondent signs this CAFO. Respondent further certifies that it

has not received, and is not negotiating to receive, credit for the Supplemental Environmental Project in any other enforcement action.

54. Respondent's completion of the Supplemental Environmental Project shall consist of the following:

a. Respondent providing U.S. EPA with a copy of the signed written agreement between Respondent and GDAH/CCD, as described in paragraph 51, above;

b. Respondent providing U.S. EPA with a copy of the cancelled check required by paragraph 51.a., on or before November 30, 2007;

c. Respondent providing U.S. EPA with a copy of the cancelled check required by paragraph 51.b., on or before January 31, 2008; and

d. Respondent providing U.S. EPA, within 30 days after July 31, 2008, with either (1) a copy of the report described in paragraphs 51.c. and 52, above, that the GDAH/CCD provides to Respondent, or (2) a verified statement that the GDAH/CCD has not completed and provided to the Respondent a copy of the report described in paragraphs 51.c. and 52, above.

55. Respondent must submit copies of all documents or reports required by the CAFO by first class mail to Estrella Calvo, at the address in paragraph 46, above.

56. If Respondent violates requirements of this CAFO relating to the Supplemental Environmental Project, Respondent must pay stipulated penalties to the United States, in addition to the \$1,800 penalty described in paragraphs 38, 43 and 44, as follows:

a. If Respondent fails to submit documentation of either of the \$8,100 payments required in paragraph 51.a. and 51.b., to GDAH/CCD within the timeframe specified for each payment, Respondent must pay a stipulated penalty of \$50 for each day after each payment was due.

b. If Respondent fails to submit (or cause to be submitted) timely (1) a copy of the report described in paragraphs 51 and 52, above, that the GDAHC/CCD provides to Respondent, or (2) a verified statement that GDAHC/CCD has not completed and provided to the Respondent a copy of the report described in paragraphs 51 and 52, above, within 30 days after July 31, 2008, Respondent must pay a stipulated penalty of \$50 for each day after the report or the verified statement was due until either is submitted, not to exceed \$16,200.

57. Respondent must pay any stipulated penalties within 15 days of receiving U.S. EPA's written demand for the penalties. All penalties shall begin to accrue on the first date of noncompliance, and shall continue to accrue through the date of completion. Respondent will use the method of payment specified in paragraphs 44 through 46, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

General Provisions

58. This CAFO settles U.S. EPA's claims for civil penalties for the violations alleged.

59. Nothing in this CAFO restricts U.S. EPA's authority to seek Respondent's compliance with the Act and other applicable laws and regulations in connection with alleged violations other than those covered by this CAFO.

60. This CAFO does not affect Respondent's responsibility to comply with TSCA, the Lead-Based Hazard Reduction Act and other applicable Federal, state and local laws and regulations.

61. The terms of the CAFO bind the Respondent and its assigns.

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

63. Each party agrees to bear its own costs and fees in this action.

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

65. This CAFO shall become effective immediately upon filing with the Regional Hearing Clerk, U.S. EPA, Region 5.

**Consent Agreement and Final Order
In the Matter of Investors Management Service Corp.:**

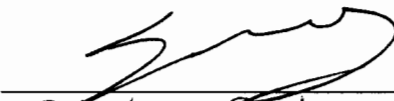
Docket No. TSCA-05-2007-0016

RESPONDENT:

For Investors Management Service Corp.,

By its ~~Agent~~ President _____:

Date: 7-31-07

By: 
_____ Stephen Smiley

03-2 10 20 07
REGISTRATION CLERK
14


**Consent Agreement and Final Order
In the Matter of Investors Management Service Corp.:**

Docket No. TSCA-05-2007-0016

COMPLAINANT:

United States Environmental Protection Agency, Region 5:

Date: 8/20/07

By: 
Margaret M. Guerriero, Director
Land and Chemicals Division

17 2 10 08 11 21
REGIONAL STAFF CLERK

**Consent Agreement and Final Order
In the Matter of Investors Management Service Corp.**

Docket No. TSCA-05-2007-0016

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, will become effective immediately upon filing with the Regional Hearing Clerk. IT IS SO ORDERED.

Date: 8-24-07

Mary A. Gade
Mary A. Gade
Regional Administrator
United States Environmental Protection Agency
Region 5

17 2 21 11 21
REGIONAL HEARING CLERK
91

CERTIFICATE OF SERVICE

I hereby certify that a copy of the original signed copy of the Consent Agreement and Final Order in resolution of the civil administrative action involving Investors Management Service Corp., Detroit, MI, was filed on August 28, 2007, with the Regional Hearing Clerk (E-13J), United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604-3590, and that I mailed by Certified Mail, Receipt No. 7001 0320 0005 8931 9110, a copy of the original to the Respondents:

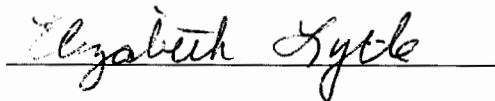
Stephen Smiley
Investors Management Service Corp.
18222 Livernois Avenue
Detroit, MI 48221

and a copy to Respondent's attorney:

Mr. Joseph Dillard
c/o Stephen Smiley
Investors Management Service Corp.
18222 Livernois Avenue
Detroit, MI 48221

and forwarded copies (intra-Agency) to:

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



Elizabeth Lytle
Pesticides and Toxics Branch
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Docket No. **TSCA-05-2007-0016**

2007 AUG 28 PM 2:20
REGIONAL HEARING CLERK
E-13J