



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

'APR 04 2008

REPLY TO THE ATTENTION OF:

L-8J

CERTIFIED MAIL
RECEIPT NO. 7001 0320 0006 1456 1774

Aretha Marshall
711 West Boston
Detroit, Michigan 48202

Re: In the Matter of Aretha Marshall, Docket No: **TSCA-05-2008-0008**

Dear Mrs. Marshall:

I have enclosed a complaint filed by the United States Environmental Protection Agency, Region 5 against Aretha Marshall (you), 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-13J), U.S. EPA – Region 5, 77 West Jackson Blvd., Chicago, IL 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. If you wish to request a conference, or if you have any questions about this matter, please contact Jeffrey A. Cahn, Associate Regional Counsel, at (312) 886-6670.

Sincerely,

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

Margaret M. Guerriero, Director
Land and Chemicals Division

Enclosures

bcc: Regional Hearing Clerk, E-13J (w/encl.)
Jeffrey A. Cahn, C-14J (w/encl.)
Office of Public Affairs/ P-19J (w/encl.)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)
)
Aretha Marshall)
Detroit, Michigan)
)
Respondent,)
_____)

Docket No. TSCA-05-2008-0008

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

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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 (U.S. EPA), Region 5.
3. Respondent is Aretha Marshall with a place of business located at 2200 Blaine Street, Detroit, Michigan 48202.

Statutory and Regulatory Background

4. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992, 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, 42 U.S.C. § 4852d, requires the Administrator of U.S. 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, U.S. 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. § 745.113(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.

11. 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).

12. 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 U.S. 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. U.S. 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

13. Complainant incorporates paragraphs 1 through 12 of this Complaint as if set forth in this paragraph.

14. Between at least July 1, 2003, and September 1, 2005, Respondent owned a multi-family dwelling located at 2200 Blaine Street in Detroit, Michigan (Respondent's Property).

15. Respondent's Property was constructed prior to 1978.
16. Respondent's Property is "target housing" as defined in 40 C.F.R. § 745.103.
17. On August 25, 2005, representatives of the U.S. EPA and the HUD conducted an inspection at 2200 Blaine Street, Detroit, Michigan, to monitor compliance with Section 1018 and its implementing regulations at 40 C.F.R. Part 745, Subpart F.
18. Respondent received an abatement order from the City of Detroit, Department of Health Lead Poisoning Prevention Program, to remove lead-based paint hazards found during an inspection of property owned by Respondent.
19. On the following dates, Respondent, either directly or through her authorized agent, entered into the following 11 lease agreements, both written and verbal (contracts) with individuals for the lease of Respondent's property located at 2200 Blaine Street, Detroit, Michigan 48202:

Term of Lease	Apartment No.
August 2004 – August 2005	2
April 2004 – August 2004	3
April 2005 – September 2005	3
September 2005 – Present	3
April 2005 – Present	4
October 2003 – August 2005	22
February 2004 – July 2004	23
February 2004 – July 2004	31
October 2004 – Present	31
October 2003 – February 2004	33
July 2003 – April 2005	34

20. Each of the 11 contracts referenced in paragraph 19, above, covered a term of occupancy greater than 100 days.

21. Between July 2, 2003 and March 14, 2006, Respondent offered for lease units in her multi-unit dwelling, and individuals entered into contracts on the dates listed in paragraph 19, above, to lease those units.

22. Respondent is a "lessor", as defined in 40 C.F.R. § 745.103, since she has offered the target housing referenced in paragraph 19, above, for lease.

23. Each individual who signed a lease to pay rent in exchange for occupancy of a dwelling, referenced in paragraph 19, 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.

24. On September 5, 2007, U.S. EPA advised Respondent by letter that U.S. 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. U.S. EPA asked Respondent to identify any factors Respondent thought U.S. 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 U.S. EPA asked Respondent to submit specific financial documents.

25. On September 12, 2007, Respondent received the pre-filing notice letter referred to in paragraph 24, above. Respondent replied to the letter on October 29, 2007, and provided a narrative response to the alleged violations. Respondent did not claim an inability to pay the proposed, approximate civil penalty and did not provide facts or other information concerning her ability to pay the proposed, approximate civil penalty.

Counts 1 through 11

26. Complainant incorporates paragraphs 1 through 25 of this Complaint as if set forth in this paragraph.

27. 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, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement.

28. Count 1: Respondent failed to include, either within the contract or as an attachment to the contract for the lease term of August 2004 – August 2005, for 2200 Blaine Street, Apartment #2, Detroit, Michigan, a Lead Warning Statement.

29. Count 2: Respondent failed to include, either within the contract or as an attachment to the contract for the lease term of April 2004 – August 2004, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, a Lead Warning Statement.

30. Count 3: Respondent failed to include, either within the contract or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, a Lead Warning Statement.

31. Count 4: Respondent failed to include, either within the contract or as an attachment to the contract dated September 8, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, a Lead Warning Statement.

32. Count 5: Respondent failed to include, either within the contract or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #4, Detroit, Michigan, a Lead Warning Statement.

33. Count 6: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of October 2003 – August 2005, for 2200 Blaine Street, Apartment #22, Detroit, Michigan, a Lead Warning Statement.

34. Count 7: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #23, Detroit, Michigan, a Lead Warning Statement.

35. Count 8: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, a Lead Warning Statement.

36. Count 9: Respondent failed to include, either within the contract or as an attachment to the contract dated October 1, 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, a Lead Warning Statement.

37. Count 10: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of October 2003 – February 2004, for 2200 Blaine Street, Apartment #33, Detroit, Michigan, a Lead Warning Statement.

38. Count 11: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of July 2003 – April 2005, for 2200 Blaine Street, Apartment #34, Detroit, Michigan, a Lead Warning Statement.

39. Respondent's failure to include, either within each contract or as an attachment, a Lead Warning Statement for each leasing transaction referred to in paragraphs 28 through 38, above, constitutes 11 violations of 40 C.F.R § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 12 through 22

40. Complainant incorporates paragraphs 1 through 25 of this Complaint as if set forth in this paragraph.

41. 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, either within each contract or as an attachment to each contract to lease target housing, 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.

42. Count 12: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of August 2004 – August 2005, for 2200 Blaine Street, Apartment #2, Detroit, Michigan, 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.

43. Count 13: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of April 2004 – August 2004, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, 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.

44. Count 14: Respondent failed to include, either within the contract, or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, 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.

45. Count 15: Respondent failed to include, either within the contract, or as an attachment to the contract dated September 8, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, 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.

46. Count 16: Respondent failed to include, either within the contract, or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #4, Detroit, Michigan, 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.

47. Count 17: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of October 2003 – August 2005, for 2200 Blaine Street, Apartment #22, Detroit, Michigan, 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.

48. Count 18: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #23, Detroit, Michigan, 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.

49. Count 19: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, 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.

50. Count 20: Respondent failed to include, either within the contract, or as an attachment to the contract dated October 1, 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, 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.

51. Count 21: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of October 2003 – February 2004, for 2200 Blaine Street, Apartment #33, Detroit, Michigan, 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.

52. Count 22: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of July 2003 – August 2005, for 2200 Blaine Street, Apartment #34, Detroit, Michigan, 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.

53. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to in paragraphs 42 through 52, above, constitutes 11 violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 23 through 33

54. Complainant incorporates paragraphs 1 through 25 of this Complaint as if set forth in this paragraph.

55. 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)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

56. Count 23: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of August 2004 – August 2005, Apartment #2, Detroit, Michigan, 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.

57. Count 24: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of April 2004 – August 2004, Apartment #3, Detroit, Michigan, 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.

58. Count 25: Respondent failed to include, either within the contract, or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, 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.

59. Count 26: Respondent failed to include, either within the contract, or as an attachment to the contract dated September 8, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, 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.

60. Count 27: Respondent failed to include, either within the contract, or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #4, Detroit, Michigan, 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.

61. Count 28: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of October 2003 – August 2005, for 2200 Blaine Street, Apartment #22, Detroit, Michigan, 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.

62. Count 29: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #23, Detroit, Michigan, 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.

63. Count 30: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, 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.

64. Count 31: Respondent failed to include, either within the contract, or as an attachment to the contract dated October 1, 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, 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.

65. Count 32: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of October 2003 – February 2004, for 2200 Blaine Street, Apartment #33, Detroit, Michigan, 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.

66. Count 33: Respondent failed to include, either within the contract, or as an attachment to the contract for the term of lease of July 2003 – April 2005, for 2200 Blaine Street, Apartment #34, Detroit, Michigan, 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

67. Respondent's failure to include, either within each contract or as an attachment, 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, for each leasing transaction referred to in paragraphs 56 through 66, above, constitutes 11 violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 34 through 44

68. Complainant incorporates paragraphs 1 through 25 of this Complaint as if set forth in this paragraph.

69. 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, either within each contract or as an attachment to each 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 required under 15 U.S.C. § 2696.

70. Count 34: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of August 2004 – August 2005, for 2200 Blaine Street, Apartment #2, Detroit, Michigan, 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.

71. Count 35: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of April 2004 – August 2004, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, 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.

72. Count 36: Respondent failed to include, either within the contract or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, 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.

73. Count 37: Respondent failed to include, either within the contract or as an attachment to the contract dated September 8, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, 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.

74. Count 38: Respondent failed to include, either within the contract or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #4, Detroit, Michigan, 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.

75. Count 39: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of October 2003 – August 2005, for 2200 Blaine Street, Apartment #22, Detroit, Michigan, 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.

76. Count 40: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #23, Detroit, Michigan, 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.

77. Count 41: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, 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.

78. Count 42: Respondent failed to include, either within the contract or as an attachment to the contract dated October 1, 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, 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.

79. Count 43: Respondent failed to include, either within the contract or as an attachment for the term of lease of October 2003 – February 2004, for 2200 Blaine Street, Apartment #33, Detroit, Michigan, 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.

80. Count 44: Respondent failed to include, either within the contract or as an attachment for the term of lease of July 2003 – April 2005, for 2200 Blaine Street, Apartment #34, Detroit, Michigan, 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.

81. Respondent's failure to include, either within each contract or as an attachment, 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 for each

leasing transaction referred to in paragraphs 70 through 80, above, constitutes 11 violations of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 45 through 55

82. Complainant incorporates paragraphs 1 through 25 of this Complaint as if set forth in this paragraph.

83. 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, either within each contract or as an attachment to each contract to lease target housing, 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.

84. Count 45: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of August 2004 – August 2005, for 2200 Blaine Street, Apartment #2, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

85. Count 46: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of April 2004 – August 2004, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

86. Count 47: Respondent failed to include, either within the contract or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

87. Count 48: Respondent failed to include, either within the contract or as an attachment to the contract dated September 8, 2005, for 2200 Blaine Street, Apartment #3, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

88. Count 49: Respondent failed to include, either within the contract or as an attachment to the contract dated April 1, 2005, for 2200 Blaine Street, Apartment #4, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

89. Count 50: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of October 2003 – August 2005, for 2200 Blaine Street, Apartment #22, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

90. Count 51: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #23, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

91. Count 52: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of February 2004 – July 2004, for 2200 Blaine Street, Apartment #31, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

92. Count 53: Respondent failed to include, either within the contract or as an attachment to the contract dated October 1, 2004, for 2200 Blaine Street, Apartment #31, Detroit,

Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

93. Count 54: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of October 2003 – February 2004, for 2200 Blaine Street, Apartment #33, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

94. Count 55: Respondent failed to include, either within the contract or as an attachment to the contract for the term of lease of July 2003 – April 2005, for 2200 Blaine Street, Apartment #34, Detroit, Michigan, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

95. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction referred to in paragraphs 84 through 94, above, constitutes 11 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

96. 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. § 745.113(b)(1)	\$1,550
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Count 2

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1)	\$1,550
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Count 3

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

Count 4

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$6,450

Count 5

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

Count 6

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

Count 7

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

Count 8

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

Count 9

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$6,450

Count 10

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

Count 11

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

Count 12

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

Count 13

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

Count 14

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

Count 15

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$5,160

Count 16

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

Count 17

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

Count 18

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

Count 19

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

Count 20

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$5,160

Count 21

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

Count 22

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

Count 23

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

Count 24

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

Count 25

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

Count 26

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$1,680

Count 27

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

Count 28

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$220

Count 29

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$220

Count 30

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$220

Count 31

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$1,680

Count 32

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$220

Count 33

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$220

Count 34

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

Count 35

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

Count 36

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

Count 37

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$3,220

Count 38

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

Count 39

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$440

Count 40

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$440

Count 41

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$440

Count 42

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$3,220

Count 43

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$440

Count 44

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$440

Count 45

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

Count 46

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

<u>Count 47</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$1,290
<u>Count 48</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$640
<u>Count 49</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$130
<u>Count 50</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$110
<u>Count 51</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$110
<u>Count 52</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$110
<u>Count 53</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$640
<u>Count 54</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$110
<u>Count 55</u>	
42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$110
Total Proposed Civil Penalty	\$84,830

97. In determining the amount of any civil penalty, Section 16 of TSCA requires U.S. 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.

98. The U.S. 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.

99. As stated in paragraph 24, above, by letter dated September 5, 2007, the U.S. EPA advised Respondent that U.S. 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 U.S. EPA asked Respondent to identify any factors Respondent thought U.S. 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 U.S. EPA asked Respondent to submit specific financial documents.

100. Respondent did not claim an inability to pay a penalty and has provided no facts or information which would indicate that the penalty should be adjusted for financial or other factors related to the alleged violations.

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-13J)
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 Jeffrey A. Cahn to receive any answer and subsequent legal documents that Respondent serves in this proceeding. You may telephone Mr. Cahn at (312) 886-6670. His address is:

Jeffrey A. Cahn (C-14J)
Associate 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 Mr. Cahn and to:

Pamela Grace (LC-8J)
Pesticides and Toxics Compliance Section
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 U.S. 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 Mr. Cahn 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 U.S. 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.

4/4/08
Date

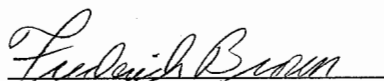

Margaret M. Guerriero, Director
Land and Chemicals Division

TSCA-05-2008-0008

CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Complaint and Notice of Opportunity for Hearing involving Aretha Marshall of Detroit, Michigan, was filed on April 7, 2008, with the Regional Hearing Clerk(E-13J) U.S. EPA – Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604-3590, and that a true and correct copy was sent by Certified Mail, Receipt No. 7001 0320 0006 1456 1774, along with a copy of the “Consolidated Rules of Practice”, 40 C.F.R. Part 22, and “Section 1018 Disclosure Rule Enforcement Response Policy” to:

Aretha Marshall
711 West Boston
Detroit, Michigan 48202


Frederick Brown (LC - 8J)
Pesticides and Toxics Compliance Section
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Docket No. TSCA-05-2008-0008

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