

U. S. ENVIRONMENTAL PROTECTION AGENCY  
REGION 7  
901 N. 5th STREET  
KANSAS CITY, KANSAS 66101  
BEFORE THE ADMINISTRATOR

10 MAY 20 PM 3:29  
ENVIRONMENTAL PROTECTION  
AGENCY-REGION VII  
REGIONAL HEARING CLERK

In the Matter of )

KASHFLO, INC. )  
St. Louis, Missouri )

Respondent. )

Proceedings under Section 16(a) of the )  
Toxic Substances Control Act, )  
15 U.S.C. § 2615(a) )

Docket No. TSCA-07-2010-0002

RESPONDENT'S INTIAL  
PREHEARING EXCHANGE  
CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

COMES NOW ROBERT C. WITHINGTON, ATTORNEY FOR RESPONDENT AND CERTIFIES THAT ON THE 17th DAY OF MAY, 2010 RESPONDENT'S INITIAL PREHEARING EXCHANGE WITH EXHIBITS RX 1 THROUGH RX9 INCLUSIVE WERE MAILED CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED TO:

Honorable Susan L. Biro; USEPA Headquarters; Ariel Rios Building;  
1200 Pennsylvania Avenue, N.W.; Mail Code: 1900L; Washington, D.C. 20460

AND TO

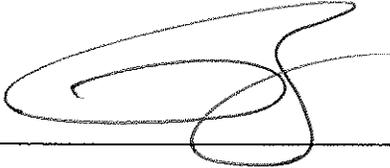
Robert W. Richards, Attorney, Office of Regional Counsel, U.S. Environmental Protection Agency, Region 7, 901 N. 5th Street Kansas City, Kansas 66101

AND BY FIRST CLASS MAIL, POSTAGE PREPAID TO:

Regional Hearing Clerk; U.S. Environmental Protection Agency, Region 7,  
901 N. 5th Street Kansas City, Kansas 66101

RESPECTFULLY SUBMITTED,

BY; \_\_\_\_\_

  
ROBERT C. WITHINGTON M.B.E. 31619, E.D.MO 9903  
7116 Oakland Ave, Richmond Heights, MO 63117  
(314) 725-6757 (314) 725-9157 facsimile  
rcw@stillaw.com

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15 U.S.C. § 2615(a) )  
 )

RESPONDENT'S INITIAL  
PREHEARING EXCHANGE

COMES NOW RESPONDENT KASHFLO, INC., A Missouri Corporation in Good Standing, by Its Attorney Robert C. Withington and submits the following Respondent's Initial Prehearing Exchange pursuant to the March 25, 2010, Prehearing Order and Rule 6 of the Federal Rules Of Civil Procedure:

EXPECTED WITNESSES

MOHSIN BAJWA: Mr. Bajwa will Testify as a Fact Witness as to the signing of Lead Disclosures and the provision of Lead Pamphlets for 5575 Chamberlain, St. Louis, Missouri and Apartment 2W, 5565 Chamberlain, St. Louis, Missouri. He may also be called for other matters as to contact with Mr. John Leftwich and other Agents or Attorneys for the Complainant. He will also testify as to the records of the Complainant and the circumstances of this matter as to any relevant or material testimony;

ADDINA HOBSON a/k/a ABINA R. HOBSON: Ms. Hobson will testify by Affidavit as attached hereto and Incorporated herein as Exhibit RX1 as to 5575 Chamberlain and the facts and circumstances of the effective date of the Lease and Lead Disclosure;

QASIM BAJWA: Mr. Bajwa will testify by Affidavit as attached hereto and Incorporated herein as Exhibit RX2 as to 5575 Chamberlain and the facts and circumstances of the effective date of the Lease and Lead Disclosure;

**DENISE McCLOUD:** Ms. McCloud will testify by Affidavit as attached hereto and incorporated herein as Exhibit RX6 as to Apartment 2W, 5565 Chamberlain and the facts and circumstances of the June, 2006 Lead Disclosure;

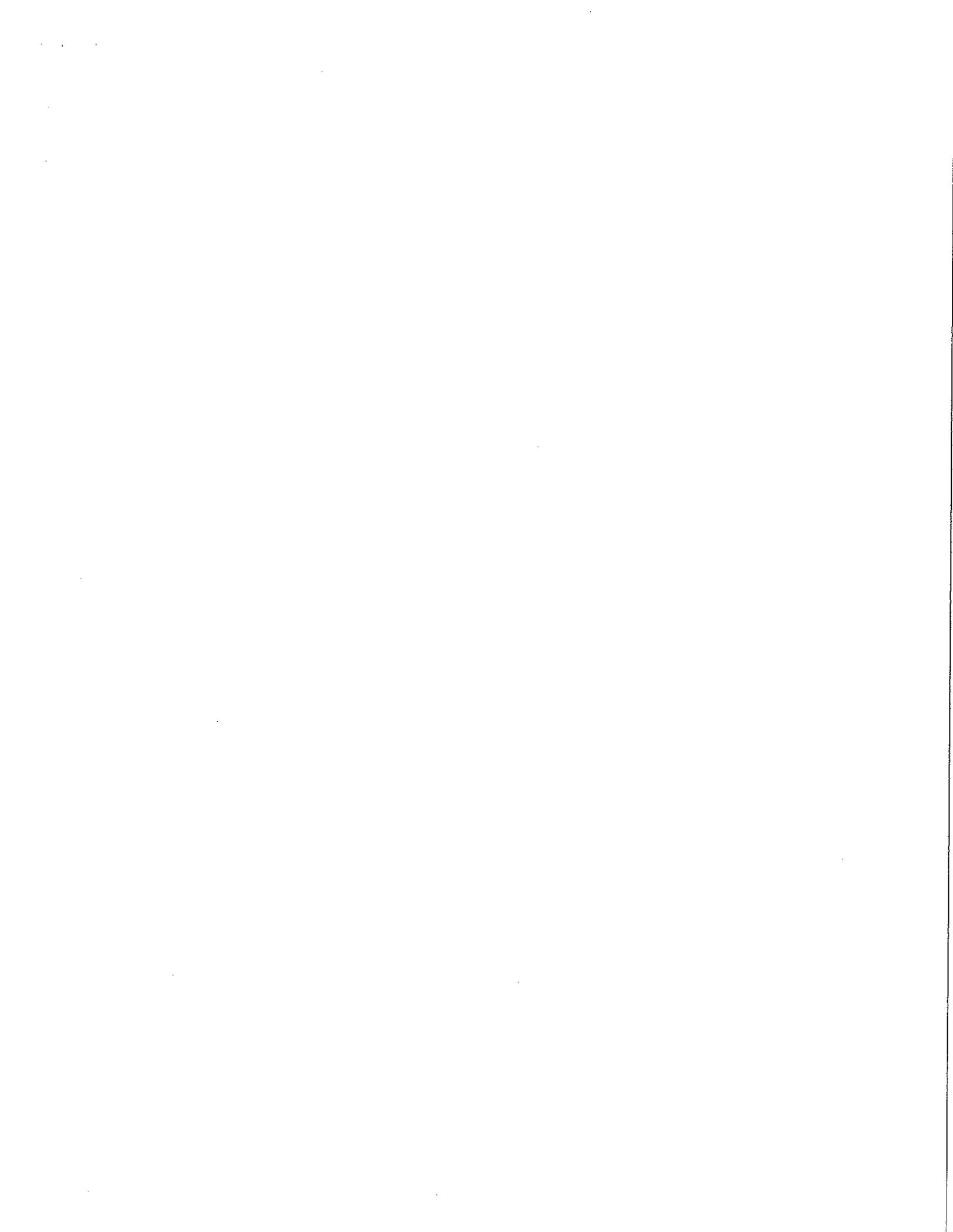
Respondent Reserves the Right to call further Witnesses and shall update this Prehearing Exchange as needed.

### **DOCUMENTS AND EXHIBITS**

Copies of Respondent's documents and exhibits to be introduced into evidence at the hearing are attached hereto and identified and numbered sequentially beginning with term "RX" (e.g. RX1). Included with these documents are those that were ordered to be exchanged in Paragraphs 2(A), (B),(C)O, (D) and (E) of the Prehearing Order:

- RX1** Affidavit of Addina Hobson a/k/a Abina R. Hobson (redacted and with the original to be provided at the hearing);
- RX2** Affidavit of Qasim Bajwa as Corporate Officer of Kashflo, Inc., Landlord (redacted and with the original to be provided at the hearing);
- RX3** Lease Contract dated December 21, 2008 for 5575 Chamberlain;
- RX4** 2 Page Repair List which is an attachment to Affidavit RX1;
- RX5** Signed Lead Disclosure for 5575 Chamberlain;
- RX6** Affidavit of Denise McCloud (redacted and with the original to be provided at the hearing);
- RX7** Lease Contract dated June 8, 2006 for Apartment 2W, 5565 Chamberlain;
- RX8** Signed Lead Disclosure dated January 24, 2009;
- RX9** EPA Letter of Harriett L. Jones dated February 19, 2009 with 8 Page attachment;
- RX10** Respondent incorporates by reference Exhibits CX1, CX2, CX3, CX4, CX5, CX6 and CX7 of Complainant and reserves the right to introduce or otherwise utilize same in the Defense of this matter.

Respondent Reserves the Right to Supplement as to further Exhibits and shall update this Prehearing Exchange as needed.



**APPROPRIATE PLACE OF HEARING, ESTIMATE OF TIME NEED TO PRESENT DEFENSE;  
TRANSLATION SERVICES**

Respondent Requests the Hearing be held In St. Louis, Missouri, the situs of the alleged matters set forth in this Case. Defense estimates it will need Two (2) Hours to Cross Examine and One (1) Hour to present its Motion to Dismiss and One (1) Hour for its Defense, subject to additional time, if any for Rebuttal. Respondent does not request any translation services.

**NARRATIVE EXPLANATION OF RESPONDENT'S CONSIDERATION OF THE  
STATUTORY FACTORS AS TO PENALTIES**

Respondent Incorporates its Motion to Dismiss, Motion for More Definite Statement and Answer Herein and Denies that Complainant is entitled to Penalties on Count I or Count II based upon the facts and circumstances as set forth therein and as set forth on Respondent's Exhibits Denies that Complainant is entitled to Relief or Penalties.

**STATEMENT OF WHETHER THE PAPER WORK RECUTION ACT OF 1980 APPLIES  
AND OTHER MATTERS**

Respondent is without any specific information that said Act applies and accordingly Denies that said Act applies.

RESPECTFULLY SUBMITTED,

KASHFLO, INC., A MISSOURI CORPORATION



ROBERT C. WITHINGTON # 31619  
ATTORNEY FOR RESPONDANT  
7116 OAKLAND AVE  
RICHMOND HEIGHTS, MO 63117  
314.503.6757  
314.644.7108 (Fax)

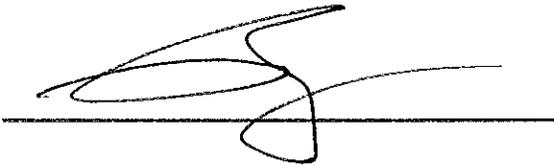
**COMES NOW ROBERT C. WITHINGTON, ATTORNEY FOR RESPONDENT AND CERTIFIES THAT ON THE 17th DAY OF May, 2010 A COPY OF THIS PRETRIAL HEARING COMPLIANCE WITH EXHIBITS WERE FILED BY CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED AND WERE SERVED UPON:**

**Honorable Susan L. Biro; USEPA Headquarters; Ariel Rios Building;**

**1200 Pennsylvania Avenue, N.W.; Mail Code: 1900L; Washington, D.C. 20460**

**AND TO**

**Robert W. Richards, Attorney, Office of Regional Counsel, U.S. Environmental Protection Agency, Region 7, 901 N. 5th Street Kansas City, Kansas 66101**

A handwritten signature in black ink, appearing to be "R. Withington", is written over a horizontal line. The signature is stylized and cursive.

**AFFIDAVIT OF**

**ADDINA HOBSON a/k/a ABINA R. HOBSON**

**ON BEHALF OF RESPONDENT**

**Comes Now ADDINA HOBSON a/k/a ABINA R. HOBSON**

**being Duly Sworn upon her Oath and on behalf of Kashflo, Inc., a Missouri Corporation,**

**Does State as Follows:**

**I am a Tenant at 5575 Chamberlain. I received a Lead Disclosure and Lead Pamphlet at the time I signed the initial paperwork around December 21, 2008.**

**This Lead Disclosure was given to me before the Landlord, Kashflo, Inc. agreed I could have the apartment or I agreed to move in.**

**This is because my Lease was not accepted by the Landlord, Kashflo, Inc until It agreed to partial payments of the Deposit and until I inspected some work being done at my request. The 2 Page Repair List is attached as part of this Affidavit.**

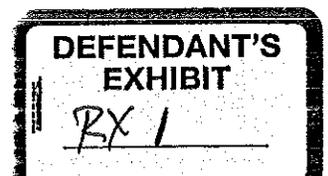
**These issues were not cleared up until 12/27/2008 when I agreed to accept the apartment after my inspection and there was an agreement with Landlord that my \$1,500.00 deposit was to be paid in partial payments of \$1,000.00 followed by 5 monthly payments of \$100.00 each instead of the lump \$1,500.00 stated in the Lease.**

**On December 27, 2008, I met with Mohsin Bajwa who told me that Kashflo, Inc., the Landlord agreed to the partial payments. I then signed the Lead Disclosure he had given me on 12/21/2008, dated it 12/27/2008 and gave it to him after my walk through.**

**Further Affiant Sayeth Not.**

May \_\_\_\_\_, 2010

\_\_\_\_\_  
**ADDINA HOBSON a/k/a ABINA R. HOBSON**



\_\_\_\_\_ OF ST. LOUIS )

)ss

STATE OF MISSOURI )

Before me this \_\_\_\_\_ day of May, 2010 appeared ADDINA HOBSON a/k/a ABINA R. HOBSON, who being sworn upon her Oath did state that she signed the foregoing Affidavit as her free act and deed and on behalf of Respondent Kashflo, Inc.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

**AFFIDAVIT OF QASIM M. BAJWA**

**ON BEHALF OF RESPONDENT**

**Comes Now Qasim Bajwa, as Corporate Officer of Kashflo, Inc., being Duly Sworn upon his Oath and on behalf of Kashflo, Inc., a Missouri Corporation, Does State as Follows:**

**I am a Corporate Officer of Kashflo, Inc., the owner of 5575 Chamberlain, St. Louis, MO.**

**The Lease with Addina Hobson a/k/a Abina R. Hobson dated December 21, 2008 was not accepted by Landord Kashflo, Inc. until I spoke with Mohsin Bajwa after the Christmas Holiday on December 27, 2008. It was at that time Kashflo, Inc. agreed to accept the offer of Ms. Hobson for partial payments of the \$1,500.00 deposit called for in the Lease.**

**Further Affiant Sayeth Not.**

\_\_\_\_\_ May \_\_\_\_\_, 2010

**QASIM BAJWA,**

**Corporate Officer of Kashflo, Inc.**

**COUNTY OF ST. LOUIS )**

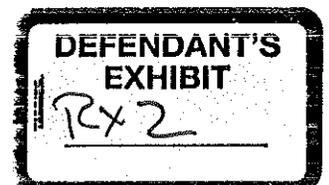
**)ss**

**STATE OF MISSOURI )**

**Before me this \_\_\_\_\_ day of May, 2010 appeared Qasim Bajwa, who being sworn upon his Oath did state that he signed the foregoing Affidavit as his free act and deed and on behalf of Respondent.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:**



# Lease Contract -

THIS LEASE made and entered into on 12/21/08, by and between MARISIA  
SARINA KASHIRO, hereinafter referred to as "Lessor" whose address is P. Box # 29007,  
St. Louis, MO 63 112 and ADINA R. and HOBSON (the Tenants), who are jointly  
and severally responsible under this Lease, hereinafter referred to as "Lessee".

1. **Leased Premises:**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises")

located at:

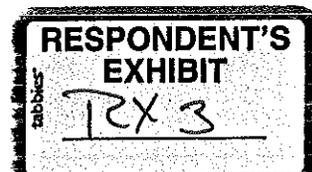
5575 CHAMBERLAIN St. Louis, MO 63112  
(Location of rental property)

2. **Commencement and ending date of term:**

The term of this Lease shall begin 12/21/08 and end on 12/31/09 both dates inclusive unless sooner terminated as hereinafter provided. After the initial lease term ends, the Lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. **Rent, Charges for Late Payments, And Damages:**

- a. Lessee agrees to pay Lessor at Lessor office or at such other place designated by Lessor without prior demand therefore and without any deduction or set-off whatsoever, the annual rental amount of \$ 7200<sup>00</sup> in monthly installments of \$ 600<sup>00</sup>, due on the first (1<sup>st</sup>) day of each month.
- b. All payments due under this Lease must be made by Money Order or Cash. Lessor's refusal to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.
- c. Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this lease.
- d. If Lessee's rent is not received by the close of the fifth day of any month, Lessee shall pay as additional rent a late charge in the amount of \$35.00 per month late fees, until the rent is paid in full.
- e. Lessee agrees to pay, as additional rent, the cost, as described in this paragraph, of repairing all damages to the Leased Premises and the property where it is located, beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the Premises or their guests. The cost charged to Lessee will be Lessor's cost of the items replaced and/or materials used plus twenty-five percent (25%) and Lessor's cost for labor. If a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof. Additional rent based on cost of repairs under this paragraph is due within thirty days after Lessor makes written request for payment.



# Lease Contract -

- 2 -

f. Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

g. Lessee fully understands that if rent payment is more than 20 days late, legal eviction will be filed. x AH

## 4. Security Deposit:

Lessee has paid Lessor a security deposit in the amount of \$ 1500/- Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to (1) restore the premises, due to damages, (2) remedy a default in the payment of rent or additional rent due under this Lease, or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or terminations prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy. **If Lessee breaks the Lease Contract before the term is up, they will not receive the Security Deposit back.** x AH

## 5. Use of Apartment and obligation to comply with Rules & Regulations: x

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named:

1. Zoey Brown (daughter) age 4
2. Rhonetta Wiley (sister) age 20

- 0624

Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations: that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug related criminal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, members of the household and/or guest are arrested for any unlawful activity the Lease will be terminated in thirty (30) days.

## 6. Lessee's inspection:

Lessee hereby declares that the Lessee has inspected the leased Premises, the building and all related areas and grounds and that Lessee accepts the condition in which they are now.

## 7. Lessee to insure possessions:

Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc. x AH

## 8. Access By Lessor:

Lessee and Lessor agree that Lessor upon giving forty-eight (48) hour notice will enter the Leased premises to inspect, make repairs, decorations, alterations or improvements, and supply necessary or agreed services. It is further agreed, in an emergency, the Lessor, without any notice, will enter the

# Lease Contract -

- 3 -

premises to perform what services that are needed in order to prevent damage to the premises, or to neighboring remises. (Emergency... fire, flood or other hazardous conditions) x AH

9. **Lessee's Absence:**  
Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of five (5) days. x AH
10. **Abandonment:**  
If Lessor reasonably believes that Lessee has vacated the leased Premises with no intention again to reside therein, Lessor may deem the Leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the Leased premises in accordance with the terms of this Lease in order to release the herein mentioned property.
11. **Condemnation:**  
If the whole or any substantial part of the Leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.
12. **Damage or Destruction of leased premises:**  
If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own be rendered totally untenable by reason of such occurrence the Lessor shall at its own expense cause such damage to be repaired, ant the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may at its election, terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.
13. **Termination and return of Possession:**  
Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor otherwise directs, which action shall establish the date and time of vacation of the lease term.
14. **Assignment, Subletting and Reletting:**  
Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior Written permission. No action or failure to act of Lessor's except as herein provides shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.
15. **Notiecs:**

# Lease Contract -

Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail regular prepaid.

**16. Utilities:**

Lessee agrees to maintain utility service for the leased premises *(That includes WATER & SEWER Bill PROVIDED BY THE LANDLORD)* X A H

**17. Key/Lock Replacement**

If Lessee needs replacement of key, for any reason, the fee of \$20.00 per key is to be paid upon receiving of the key (s). If you wish for your locks to be changed on your unit (for what ever reason) the fee of \$35.00 per door, payable at the time the service is performed.

**18. DO NOT DISCONNECT YOUR SMOKE DETECTOR.** X A H

**19. ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING, 30 DAYS BEFORE TENANT VACATES THE UNIT.**

**20. Absolutely no Pets are allowed unless you obtain written permission from the Landlord's office and have paid a separate Security Deposit for your pet. (\$400.00)** X

*21- LESSEE WILL MAINTAIN FRONT & REAR YARD & GRASS*

**SIGNATURES:**

*Audrey Johnson*  
Lessee

12-21-08  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

*Cheryl Woodfin*  
~~Cheryl Woodfin~~ / Kashflo, Inc.  
*MORRIS BAIN*

12/21/08  
Date

THINGS TO DO/FIX

Building V.J.N. CHAMBERLAND Apt. \_\_\_\_\_ Date Requested 12/21/08

Repair Status:                      Fixed                      Not Fixed                      Partially Fixed

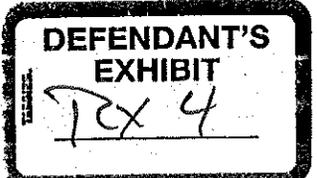
Date Given to Maintenance Department by Office: \_\_\_\_\_

- Request:
1. WASHER & DRYER VENT      NEXT 10 DAYS
  2. CHECK THE FRONT PORCH GROP
  3. DRIVEWAY
  4. FENCE TO CHECK FOR BREACHES / SECURING THE PREMISES
  5. IN SUMMER AFTER MAY 09.
  6. \_\_\_\_\_
  7. \_\_\_\_\_
  8. \_\_\_\_\_
  9. \_\_\_\_\_
  10. \_\_\_\_\_

Requester Signature & Date: [Signature] 12/21/08

Tenant Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maintenance Person Signature & Date: \_\_\_\_\_



Things that need to be completed:

~~Carpet Cleaned~~  
Painting "

~~Living Room wall stained from leaking~~ - Leak

\* Dryer Vent in Laundry Room

Walls cracking by front door.

5 Pipes freezing

Later this needs to be completed

Driveway

Fence

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

## Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Lessee's Acknowledgement (initial)

(c)  Lessee has received copies of all information listed above.

(d)  Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

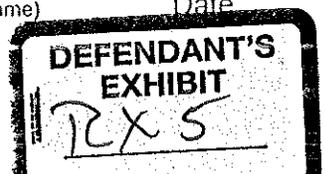
## Agent's Acknowledgement (initial)

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

|   |                         |                                       |               |
|---|-------------------------|---------------------------------------|---------------|
| <input checked="" type="checkbox"/> <u>[Signature]</u><br>Lessor (Sign and PRINT name)  | <u>12/27/08</u><br>Date | _____<br>Lessor (Sign and PRINT name) | _____<br>Date |
| <input checked="" type="checkbox"/> <u>Addina Hovon</u><br>Lessee (Sign and PRINT name) | <u>12-27-08</u><br>Date | _____<br>Lessee (Sign and PRINT name) | _____<br>Date |
| _____<br>Agent (Sign and PRINT name)  | _____<br>Date           | _____<br>Agent (Sign and PRINT name)  | _____<br>Date |



**AFFIDAVIT OF**  
**DENISE McCLOUD**  
**ON BEHALF OF RESPONDENT**

**Comes Now DENISE McCLOUD being Duly Sworn upon her Oath and on behalf of Kashflo, Inc., a Missouri Corporation, Does State as Follows:**

**I am a Tenant at 5561 Chamberlain 1 South. I received a Lead Disclosure and Lead Pamphlet at the time I first moved into this unit on 1/24/2009 and since May, 2009 I have lived in this Unit full time instead of my old Apartment.**

**Before that I lived in another Apartment Unit, 5565 Chamberlain Apartment 2W. I remember at the time I signed my Lease on June 8, 2006 the Landlord gave me a Lead Pamphlet and Lead Disclosure which I signed at the same time as my Lease.**

**Further Affiant Sayeth Not.**

May \_\_\_\_\_, 2010

\_\_\_\_\_  
**DENISE McCLOUD**

\_\_\_\_\_ **OF ST. LOUIS** )

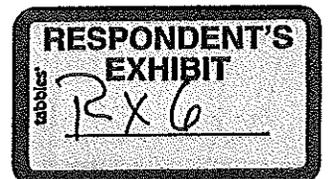
)ss

**STATE OF MISSOURI** )

**Before me this \_\_\_\_\_ day of May, 2010 appeared DENISE MCCLOUD, who being sworn upon her Oath did state that she signed the foregoing Affidavit as her free act and deed and on behalf of Respondent Kashflo, Inc.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:**



beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the Premises or their guests. The cost charged to Lessee will be Lessor's cost of the items replaced and/or materials used plus twenty-five percent (25%) and Lessor's cost for labor. If a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof. Additional rent based on cost of repairs under this paragraph is due within thirty days after Lessor makes written request for payment.

- f. Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

4. **Security Deposit:**

Lessee has paid Lessor a security deposit in the amount of \$800.00. Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to (1) restore the premises, due to damages, (2) remedy a default in the payment of rent or additional rent due under this Lease, or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or terminations prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy.

5. **Use of Apartment and obligation to comply with Rules & Regulations:**

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named: (Print name and relationship )

Self, and 2 daughters, and 1 son

Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations: that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug related criminal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, members of the household and/or guest are arrested for any unlawful activity the Lease will be terminated in thirty



(30) days.

6. **Lessee's inspection:**  
Lessee hereby declares that the Lessee has inspected the leased Premises, the building and all related areas and grounds and that Lessee accepts the condition in which they are now.
7. **Lessee to insure possessions:**  
Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc.
8. **Access By Lessor:**  
Lessee and Lessor agree that Lessor upon giving forty-eight (48) hour notice will enter the Leased premises to inspect, make repairs, decorations, alterations or improvements, and supply necessary or agreed services. It is further agreed, in an emergency, the Lessor, without any notice, will enter the premises to perform what services that are needed in order to prevent damage to the premises, or to neighboring premises. (Emergency... fire, flood, possible physical danger to Tenant, or other hazardous conditions)
9. **Lessee's Absence:**  
Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of five (5) days.
10. **Abandonment:**  
If Lessor reasonably believes that Lessee has vacated the leased Premises with no intention again to reside therein, Lessor may deem the Leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the Leased premises in accordance with the terms of this Lease in order to release the herein mentioned property.
11. **Condemnation:**  
If the whole or any substantial part of the Leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.
12. **Damage or Destruction of leased premises:**

A handwritten signature in black ink, appearing to be 'DML', is located in the bottom right corner of the page. The signature is written in a cursive style and is positioned above a horizontal line.

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may at its election, terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of the rent in the event of damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.

13. **Termination and return of Possession:**

Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor otherwise directs, which action shall establish the date and time of vacation of the lease term.

14. **Assignment, Subletting and Reletting:**

Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior Written permission. No action or failure to act of Lessor's except as herein provides shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.

15. **Notices:**

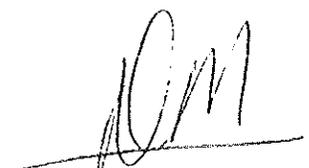
Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail regular prepaid.

16. **Utilities:**

Lessee agrees to maintain Gas and electric utility service for the leased premises.

17. **Key/Lock Replacement**

If Lessee needs replacement of key, for any reason, the fee of \$15.00 per key is to be paid upon receiving of the key (s). If you wish for your locks to be changed on your unit (for what ever reason) the fee of \$35.00 per door, payable at the time the service is performed.

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18. DO NOT DISCONNECT YOUR SMOKE DETECTOR.
19. ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING, 30 DAYS BEFORE TENANT VACATES THE UNIT. If Notice is not given 30 days prior to vacating unit, Tenant forfeits their Security Deposit.
20. If Tenant breaks this Lease before the end of Term date, for any reason whatsoever, Tenant will not receive Security Deposit Refund.
20. Landlord has 30-days from the date the Tenant turns keys into Office to refund Security Deposit or provide in writing to Tenant reason Security Deposit is not being refunded.

SIGNATURES:

Denise Keaton Denise Keaton 6/8/06  
Print Name /Signature Date

Cheryl Woodfin Cheryl Woodfin 6-8-06  
Print Name /Signature Date  
KashCo, Inc./ Cheryl Woodfin

DM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_

(ii) MR Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

\_\_\_\_\_

(ii) MR Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

X (d) MR Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

X MR Moussa BAZWA  
Lessor (Sign and PRINT name) Date

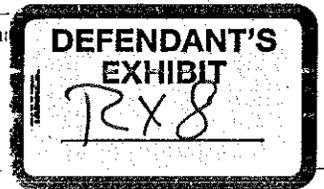
X \_\_\_\_\_ 1-24-09  
Lessee (Sign and PRINT name) Date

\_\_\_\_\_  
Agent (Sign and PRINT name) Date

\_\_\_\_\_  
Lessor (Sign and PRINT name) Date

\_\_\_\_\_  
Lessee (Sign and PRINT name) Date

\_\_\_\_\_  
Agent (Sign and PRINT name) Date





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 7  
901 NORTH 5TH STREET  
KANSAS CITY, KANSAS 66101

EB 19 2009

Mohsin Bajwa  
Kashflo, Inc.  
Post Office Box 29007  
Saint Louis, MO 63112

RE: Lead-Based Paint Disclosure Rule  
Facility ID # 1400013911

Dear Mr. Bajwa:

On January 28, 2009, a representative of the U.S. Environmental Protection Agency (EPA) inspected your site. The inspection was conducted under the authority of Section 11 of the Toxic Substances Control Act. A copy of the Inspection Report is enclosed for your information (without attachments).

The EPA is reviewing the findings of the report to determine your site's compliance with the applicable statutes and regulations, and these findings will be forwarded to you or the appropriate contact upon completion of our review.

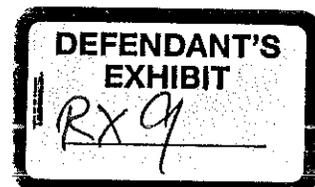
If there are any questions regarding this report or actions that you may want to take, or if you would like to receive a copy of the report attachments, please contact me at (913) 551-7730 or by email at [jones.harriett@epa.gov](mailto:jones.harriett@epa.gov).

Sincerely,

Harriett L. Jones, P.E.  
Lead Enforcement Coordinator  
Toxics and Pesticides Branch

Enclosure

cc: Brandon Rekus, MO Dept Health & Senior Services (w/encl)  
Apartment Manager, Chamberlain Apartments, (w/encl)



NOV 19 2009