



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

JAN 13 2009

REPLY TO THE ATTENTION OF:

L-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0006 0183 0333

Mr. Mehran Nicholas Valiyi  
121 South East Street  
Suite B  
Indianapolis, Indiana 46202

Re: In the Matter of Mehran Nicholas Valiyi TSCA-05-2009-0003

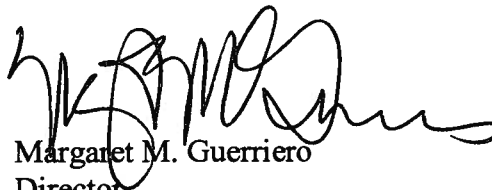
Dear Mr Valiyi:

I have enclosed a complaint filed by the U.S. Environmental Protection Agency, Region 5, against Mehran Nicholas Valiyi, Indianapolis, Indiana 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 Mary McAuliffe, Associate Regional Counsel at (312) 886-6237.

Sincerely,

  
Margaret M. Guerriero  
Director  
Land and Chemicals Division

Enclosure

cc: Bruce Bratton, Esq.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

\_\_\_\_\_  
In the Matter of: )  
 )  
Mehran Nicholas Valiyi )  
Indianapolis, Indiana, )  
 )  
Respondent. )  
\_\_\_\_\_ )

Docket No. TSCA-05-2009-0003  
Proceeding to Assess a Civil Penalty Under  
Section 16(a) of the Toxic Substances  
Control Act, 15 U.S.C. § 2615(a)

**RECEIVED**  
JAN 16 2009

**Complaint**

**REGIONAL HEARING CLERK  
U.S. ENVIRONMENTAL  
PROTECTION AGENCY**

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 (EPA), Region 5.
3. Respondent is Mehran Nicholas Valiyi (Respondent), with a place of business located at 121 South East Street, Suite B, Indianapolis, Indiana.

**Statutory and Regulatory Background**

4. In promulgating Section 1018 of Title X, the Residential Lead-Based Paint Hazard Reduction Act of 1992, at 42 U.S.C. § 4851, 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. 42 U.S.C. § 4852d (Section 1018) requires the Administrator and the Secretary of the U.S. Department of Housing and Urban Development 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, 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 Subpart F: and 24 C.F.R. Part 35, Subpart A, 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 “residential dwelling” as (1) a single-family dwelling including attached structures such as porches and stoops: or (2) a single family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, in whole or in part, as the residence of one or more persons.

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. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing.

13. 40 C.F.R. § 745.115 requires each agent to ensure the seller or lessor has performed all disclosure activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113 or to personally ensure compliance with the disclosure activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113.

14. 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 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.

15. 40 C.F.R. § 745.113(a) requires that each contract to sell target housing include as an attachment to the contract a lead warning statement; a statement by the seller disclosing the presence of any known lead-based paint and/or lead-based paint hazards or lack of knowledge of such presence; a list of any records or reports available to the seller 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 purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the Lead Hazard Information Pamphlet; a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived that opportunity; and signatures and dates of signatures of the seller and purchaser certifying the accuracy of their statements.

16. 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 of TSCA, 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118(f), and 42 U.S.C. § 4852d(b)(5).

#### **General Allegations**

17. paragraphs 1 through 16 are realleged and incorporated here by reference.

18. At various times prior to the date of this Complaint, Respondent owned the following residential rental buildings in Indianapolis, Indiana: 3119 W. 10<sup>th</sup> Street; 2625 E. 18<sup>th</sup> Street; 2642 E. 18<sup>th</sup> Street; 1315 W. 25<sup>th</sup> Street; 1006 W. 27<sup>th</sup> Street; 610 E. 32<sup>nd</sup> Street; 1348 W. 34<sup>th</sup> Street; 2040 E. 34<sup>th</sup> Street; 541 E. 38<sup>th</sup> Street; 227 N. Addison; 254 N. Addison Street; 422 N. Berwick Avenue; 741 Bosart Avenue; 2321 Brookside; 2905 Brookside Avenue; 2934-2936 Brookside Avenue; 1619 Dr. Andrew J. Brown; 2923 N. Capitol Avenue;

3302 – 3304 Capitol Avenue; 530 N. Centennial; 423 N. Concord Street; 2411 Coyner Avenue; 60 S. Dearborn; 356 S. Edgebill; 1525 - 1527 English Avenue; 2339 English Avenue; 728 E. Fletcher, #2; 728 Fletcher, #1; 3920 Guilford Avenue; 26 N. Holmes Avenue; 35 N. Holmes Avenue; 405 N. Holmes Avenue; 2660 N. Holmes Avenue; 2450 Hovey Street; 2337 Indianapolis Avenue; 646 N. Jefferson; 2838 N. Kenwood Avenue; 2902 Kenwood Avenue; 250 – 252 N. LaSalle Street; 305 N. LaSalle Street; 417 - 419 LaSalle Street; 725 N. Luett; 285 N. Lynn Street; 1902 W. Michigan Street; 2823 W. Michigan Street; 3321 W. Michigan Street; 3625 W. Michigan; 129 Miley Avenue; 1805 W. Miller Street; 709 E. Minnesota Street; 3308 Minnesota Street; 430 N. Mooreland; 530 E. Morris Street; 1445 Olive Street; 434 Orange Street; 3557 Prospect; 267 N. Richland Street; 2310 Sheldon Street; 2348 Sheldon Street; 501 N. Tacoma Avenue; 234 S. Temple; 1115 N. Tibbs Avenue; 32 S. Tremont; 730 N. Tremont Street; 1818 W. Vermont Street; and 3007 W. Washington (collectively, Residential Dwellings).

19. On August 26, 2004, representatives of the EPA conducted an inspection at LRTB Services, Inc., 121 South East Street, Suite B, Indianapolis, Indiana to monitor compliance with Section 1018 and its implementing regulations at 40 C.F.R. Part 745, Subpart F.

20. At the time of the inspection, referenced in paragraph 19, above, Respondent was the president and owner of LRTB Services, Inc.

21. At the time of the inspection, referenced in paragraph 19, above, Respondent presented to EPA's inspectors leasing documents for six properties with no information on lead-based paint disclosures.

22. At the time of the inspection, referenced in paragraph 19, above, Respondent promised EPA's inspectors he would mail additional leasing documents.

23. On September 9, 2004, EPA sent Respondent a voluntary request for information seeking leasing documents and lead-based paint information.

24. On September 20, 2004, EPA received from Respondent a list of 264 properties that Respondent owned or co-owned at that time, as well as two notice of violation letters from the Marion County Health Department, but did not provide any of the requested leasing documents or other lead-based paint information.

25. On October 28, 2004, EPA contacted Respondent by phone, and Respondent promised to send the requested leasing documents and lead-based paint information.

26. On November 30, 2004, EPA received from Respondent copies of lead-based paint disclosure forms, each dated after September 1, 2004, for properties Respondent owned or co-owned, but did not receive copies of requested leasing documents, other lead-based paint information, and required affidavits.

27. On January 13, 2005, EPA issued an administrative subpoena to Respondent under authority of Section 11 of TSCA, 15 U.S.C. § 2610, seeking copies of all leasing documents, lead-based paint disclosure documentation, any documents concerning lead-based paint, and/or lead-based paint hazards at Residential Properties owned, co-owned, and/or managed by Respondent, and information on children with elevated blood lead levels residing at Residential Properties owned, co-owned, and/or managed by Respondent since September 1, 2001.

28. On March 4, 2005, Respondent provided EPA with documents responsive to the TSCA administrative subpoena referenced in paragraph 27, above, including leasing and sales documents.

29. On the following date(s), Respondent, entered into the following 33 written lease agreements (contracts) with individuals for the lease of the following Residential Dwellings in Indianapolis, Indiana:

<b>Address</b>	<b>Date of Lease</b>
423 N. Concord Street	2/01/04
356 S. Edgebill	2/01/04
709 E. Minnesota Street	2/01/04
227 N. Addison	3/01/04
430 N. Mooreland	3/01/04
285 N. Lynn Street	3/15/04
3308 Minnesota Street	3/15/04
1805 W. Miller Street	3/21/04
434 Orange Street	5/21/04
728 Fletcher, #1	8/19/04
3007 W. Washington	8/26/04
2348 Sheldon	12/3/04
2339 English Avenue	12/7/04
2040 E. 34 <sup>th</sup> Street	12/09/04
129 N. Miley	12/31/04
1348 W. 34 <sup>th</sup> Street	10/15/04
3625 W. Michigan	10/21/04
234 S. Temple	10/25/04
3557 Prospect	10/26/04
1315 W. 25 <sup>th</sup> Street	10/29/04
725 N. Luett	1/11/05
728 E. Fletcher, #2	1/26/05
1115 Tibbs Avenue	2/09/05
730 N. Tremont Street	2/17/05
741 Bosart Avenue	2/17/05
501 N. Tacoma	2/19/05
2625 E. 18 <sup>th</sup> Street	2/01/05
2321 Brookside	1/05/05
2905 Brookside Avenue	1/12/05
2934 Brookside	2/02/05



2310 Sheldon Street	3/12/05
60 S. Dearborn	3/17/05
1818 W. Vermont	3/17/05

30. Each of the Residential Dwellings referenced in paragraph 29, above, were constructed prior to 1978.

31. Respondent's Residential Dwellings referenced in paragraphs 29 and 30, above, are "target housing" as defined in 40 C.F.R. § 745.103.

32. Each of the 33 contracts referenced in paragraph 30, above, covered a term of occupancy greater than 100-days.

33. On the dates referenced in paragraph 29, above, Respondent, as the owner of the Residential Dwellings identified and referenced in paragraph 29, above, offered the Residential Dwellings for lease, and individuals entered into contracts on the dates listed in paragraph 29, above, to lease those Residential Dwellings.

34. Respondent is a "lessor", as defined by 40 C.F.R. § 745.103, since he has offered the target housing referenced in paragraphs 29 and 33, above, for lease.

35. Each individual who signed a lease to pay rent in exchange for occupancy of a Residential Dwelling, referenced in paragraph 33, 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.

36. Respondent provided documents entitled "Settlement Statements" for sales of the following 41 Residential Dwellings in Indianapolis, Indiana:

<b>Address</b>	<b>Settlement Date</b>
2660 N. Holmes Avenue	12/22/04
129 Miley Avenue	12/22/04
610 E. 32 <sup>nd</sup> Street	12/22/04
541 E. 38 <sup>th</sup> Street	12/22/04

1315 W. 25 <sup>th</sup> Street	11/15/04
2923 N. Capitol Avenue	11/30/04
35 N. Holmes Avenue	2/25/04
530 E. Morris Street	4/19/04
1818 W. Vermont Street	3/15/04
1525 - 1527 English Avenue	9/22/04
2823 W. Michigan Street	10/26/04
2934-2936 Brookside Avenue	8/13/04
2642 E. 18 <sup>th</sup> Street	6/09/04
422 N. Berwick Avenue	5/20/04
2902 Kenwood Avenue	6/28/04
32 S. Tremont	10/22/04
3321 W. Michigan Street	11/17/04
254 N. Addison Street	10/22/04
2838 N. Kenwood Avenue	10/26/04
1902 W. Michigan Street	1/08/04
405 N. Holmes Avenue	7/08/04
2337 Indianapolis Avenue	7/08/04
2348 Sheldon Street	3/18/04
1619 Dr. Andrew J. Brown	8/13/04
530 N. Centennial	8/13/04
2411 Coyner Avenue	8/02/04
2450 Hovey Street	8/02/04
417 - 419 LaSalle Street	8/13/04
3920 Guilford Avenue	9/21/04
3302 - 3304 Capitol Avenue	4/07/04
2339 English Avenue	9/22/04
646 N. Jefferson	6/07/04
501 N. Tacoma Avenue	8/02/04
3119 W. 10 <sup>th</sup> Street	3/26/04
1115 N. Tibbs Avenue	8/02/04
1006 W. 27 <sup>th</sup> Street	8/02/04
305 N. LaSalle Street	8/13/04
26 N. Holmes Avenue	5/06/04
1445 Olive Street	1/23/04
267 N. Richland Street	3/08/04
250 - 252 N. LaSalle Street	1/29/04

37. Respondent's Residential Dwellings referenced in paragraph 36, above, were constructed prior to 1978.

38. Respondent's Residential Dwellings referenced in paragraphs 36 and 37, above, are "target housing" as defined in 40 C.F.R. § 745.103.

39. Prior to the date for each Settlement Statement referenced in paragraph 36, above, Respondent was the owner and/or held legal title to the Residential Dwellings, as referenced in paragraph 18, above.

40. On the date for each Settlement Statement referenced in paragraph 36, above, Respondent completed the title transfer for each Residential Dwellings identified and referenced in paragraph 36, above (contracts to sell).

41. As a result of the contracts to sell the Residential Dwellings, referenced in paragraphs 36 and 40, above, Respondent became a "seller" as defined in 40 C.F.R. § 745.103.

42. As a result of the contacts to sell, each entity that entered into an agreement to purchase a Residential Dwelling became a "purchaser" as defined in 40 C.F.R. § 745.103.

43. From February 2003 through March 2005, Respondent, as lessor and/or owner of LRTB Services, Inc., received letters from the Marion County Health Department informing Respondent of the presence of lead-based paint and lead-based paint hazards in the following Residential Dwellings: 241 Dickson Street; 22 N. Elder Avenue; 138 S. Elder Avenue; 745 Harrison Street; 25 N. Belleview Place; 847 N. LaSalle Street; 520 N. Dearborn Street; 1928 W. Michigan Street; 2923 N. Capitol Avenue; 51 N. Warman Avenue; 537 N. Sheffield Avenue; and 1611 W. Vermont Street; Indianapolis, Indiana.

44. On August 14, 2008, EPA advised Respondent by letter that 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. EPA asked Respondent to identify any factors Respondent thought EPA should consider before issuing the complaint. If Respondent, believed there were financial factors which bore on Respondent' ability to pay a civil penalty, the EPA asked Respondent to submit specific financial documents.

45. On August 18, 2008, Respondent received the pre-filing notice letter referenced in paragraph 44, above.

46. On August 25, 2008, EPA's case development officer, Scott Cooper, received a call from Respondent' Attorney, Bruce Bratton, during which, among other things, Mr. Bratton stated his client had an inability to pay a penalty, and that Mr. Bratton would provide a written response to EPA's August 14, 2008, letter.

47. As of the date of this filing, EPA had not received a response to the August 14, 2008, letter, referenced in paragraph 44, above, from Respondent or Respondent' attorney.

48. The Director of the Land and Chemicals Division, EPA, Region 5, has determined that Respondent has violated the federal regulations regarding the disclosure of lead-based paint and/or lead based paint hazards, 40 C.F.R. Part 745, as described below, and thereby violated Section 409 of TSCA, 15 U.S.C. § 2689.

### **Failure to Disclose in Rental Contracts**

#### **Counts 1 through 33**

49. Paragraphs 1 through 48, above, are incorporated by reference.

50. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a purchaser or lessee is obligated under any contract to

purchase or lease target housing. 40 C.F.R. § 745.107(a)(1) requires the seller or lessor to provide the purchaser or lessee with a EPA-approved lead hazard information pamphlet.

51. Count 1: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 423 N. Concord Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

52. Count 2: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 356 S. Edgehill, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

53. Count 3: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 709 E. Minnesota Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

54. Count 4: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 227 N. Addison, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

55. Count 5: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 430 N. Mooreland, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

56. Count 6: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 285 N. Lynn Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

57. Count 7: Respondent failed to provide a EPA-approved lead hazard information

pamphlet to the lessee of 3308 Minnesota Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

58. Count 8: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 1805 W. Miller Street, Indianapolis, Indiana, in the March 21, 2004, contract referenced in paragraph 29, above.

59. Count 9: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 434 Orange Street, Indianapolis, Indiana, in the May 21, 2004, contract referenced in paragraph 29, above.

60. Count 10: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 728 Fletcher, #1, Indianapolis, Indiana, in the August 19, 2004, contract referenced in paragraph 29, above.

61. Count 11: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 3007 W. Washington, Indianapolis, Indiana, in the August 26, 2004, contract referenced in paragraph 29, above.

62. Count 12: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 2348 Sheldon, Indianapolis, Indiana, in the December 3, 2004, contract referenced in paragraph 29, above.

63. Count 13: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 2339 English Avenue, Indianapolis, Indiana, in the December 7, 2004, contract referenced in paragraph 29, above.

64. Count 14: Respondent failed to provide a EPA-approved lead hazard information

pamphlet to the lessee of 2040 E. 34<sup>th</sup> Street, Indianapolis, Indiana, in the December 9, 2004, contract referenced in paragraph 29, above.

65. Count 15: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 129 N. Miley, Indianapolis, Indiana, in the December 31, 2004, contract referenced in paragraph 29, above

66. Count 16: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 1348 W. 34<sup>th</sup> Street, Indianapolis, Indiana, in the October 15, 2004, contract referenced in paragraph 29, above.

67. Count 17: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 3625 W. Michigan, Indianapolis, Indiana, in the October 21, 2004, contract referenced in paragraph 29, above.

68. Count 18: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 234 S. Temple, Indianapolis, Indiana, in the October 25, 2004, contract referenced in paragraph 29, above.

69. Count 19: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 3557 Prospect, Indianapolis, Indiana, in the October 26, 2004, contract referenced in paragraph 29, above.

70. Count 20: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, in the October 29, 2004 contract referenced in paragraph 29, above.

71. Count 21: Respondent failed to provide a EPA-approved lead hazard information

pamphlet to the lessee of 725 N. Luett, Indianapolis, Indiana, in the January 11, 2005, contract referenced in paragraph 29, above.

72. Count 22: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 728 E. Fletcher, #2, Indianapolis, Indiana, in the January 26, 2005, contract referenced in paragraph 29, above.

73. Count 23: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 1115 Tibbs Avenue, Indianapolis, Indiana, in the February 9, 2005, contract referenced in paragraph 29, above.

74. Count 24: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 730 N. Tremont Street, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

75. Count 25: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 741 Bosart Avenue, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

76. Count 26: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 501 N. Tacoma, Indianapolis, Indiana, in the February 19, 2005, contract referenced in paragraph 29, above.

77. Count 27: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 2625 E. 18<sup>th</sup> Street, Indianapolis, Indiana, in the February 1, 2005, contract referenced in paragraph 29, above.

78. Count 28: Respondent failed to provide a EPA-approved lead hazard information



pamphlet to the lessee of 2321 Brookside, Indianapolis, Indiana, in the January 5, 2005, contract referenced in paragraph 29, above.

79. Count 29: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 2905 Brookside Avenue, Indianapolis, Indiana, in the January 12, 2005, contract referenced in paragraph 29, above.

80. Count 30: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 2934 Brookside, Indianapolis, Indiana, in the February 2, 2005, contract referenced in paragraph 29, above.

81. Count 31: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 2310 Sheldon Street, Indianapolis, Indiana, in the March 12, 2005, contract referenced in paragraph 29, above.

82. Count 32: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 60 S. Dearborn, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

83. Count 33: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the lessee of 1818 W. Vermont, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

84. Respondent's failure to provide a EPA-approved lead hazard information pamphlet to the lessees of the target housing referenced in paragraphs 51 through 83 above, constitutes 33 violations of 40 C.F.R § 745.107(a)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Counts 34 through 66**

85. Paragraphs 1 through 48, above, are incorporated here by reference.

86. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified 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 a Lead Warning Statement, either within each contract or as an attachment to each contract to lease target housing.

87. Count 34: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 423 N. Concord Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

88. Count 35: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 356 S. Edgehill, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

89. Count 36: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 709 E. Minnesota Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

90. Count 37: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 227 N. Addison, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

91. Count 38: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 430 N. Mooreland, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

92. Count 39: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 285 N. Lynn Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

93. Count 40: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 3308 Minnesota Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

94. Count 41: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1805 W. Miller Street, Indianapolis, Indiana, in the March 21, 2004, contract referenced in paragraph 29, above.

95. Count 42: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 434 Orange Street, Indianapolis, Indiana, in the May 21, 2004, contract referenced in paragraph 29, above.

96. Count 43: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 728 Fletcher, #1, Indianapolis, Indiana, in the August 19, 2004, contract referenced in paragraph 29, above.

97. Count 44: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 3007 W. Washington, Indianapolis, Indiana, in the August 26, 2004, contract referenced in paragraph 29, above.

98. Count 45: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2348 Sheldon, Indianapolis, Indiana, in the December 3, 2004, contract referenced in paragraph 29, above.

99. Count 46: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2339 English Avenue, Indianapolis, Indiana, in the December 7, 2004, contract referenced in paragraph 29, above.

100. Count 47: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2040 E. 34<sup>th</sup> Street, Indianapolis, Indiana, in the December 9, 2004, contract referenced in paragraph 29, above.

101. Count 48: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 129 N. Miley, Indianapolis, Indiana, in the December 31, 2004, contract referenced in paragraph 29, above

102. Count 49: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1348 W. 34<sup>th</sup> Street, Indianapolis, Indiana, in the October 15, 2004, contract referenced in paragraph 29, above.

103. Count 50: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 3625 W. Michigan, Indianapolis, Indiana, in the October 21, 2004, contract referenced in paragraph 29, above.

104. Count 51: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 234 S. Temple, Indianapolis, Indiana, in the October 25, 2004, contract referenced in paragraph 29, above.

105. Count 52: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 3557 Prospect, Indianapolis, Indiana, in the October 26, 2004, contract referenced in paragraph 29, above.

106. Count 53: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, in the October 29, 2004 contract referenced in paragraph 29, above.

107. Count 54: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 725 N. Luett, Indianapolis, Indiana, in the January 11, 2005, contract referenced in paragraph 29, above.

108. Count 55: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 728 E. Fletcher, #2, Indianapolis, Indiana, in the January 26, 2005, contract referenced in paragraph 29, above.

109. Count 56: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1115 Tibbs Avenue, Indianapolis, Indiana, in the February 9, 2005, contract referenced in paragraph 29, above.

110. Count 57: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 730 N. Tremont Street, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

111. Count 58: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 741 Bosart Avenue, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

112. Count 59: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 501 N. Tacoma, Indianapolis, Indiana, in the February 19, 2005, contract referenced in paragraph 29, above.

113. Count 60: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2625 E. 18<sup>th</sup> Street, Indianapolis, Indiana, in the February 1, 2005, contract referenced in paragraph 29, above.

114. Count 61: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2321 Brookside, Indianapolis, Indiana, in the January 5, 2005, contract referenced in paragraph 29, above.

115. Count 62: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2905 Brookside Avenue, Indianapolis, Indiana, in the January 12, 2005, contract referenced in paragraph 29, above.

116. Count 63: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2934 Brookside, Indianapolis, Indiana, in the February 2, 2005, contract referenced in paragraph 29, above.

117. Count 64: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2310 Sheldon Street, Indianapolis, Indiana, in the March 12, 2005, contract referenced in paragraph 29, above.

118. Count 65: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 60 S. Dearborn, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

119. Count 66: Respondent failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1818 W. Vermont, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

120. Respondent's failure to include a Lead Warning Statement, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 87 through 119, above, constitutes 33 violations of 40 C.F.R. § 745.113(b)(1), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA.

**Counts 67 through 99**

121. Paragraphs 1 through 48, above, are realleged and incorporated here by reference.

122. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified 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 a statement disclosing either the presence of any known lead-based paints and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract to lease target housing, before a lessee is obligated under the contract to lease target housing.

123. Count 67: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 423 N. Concord Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

124. Count 68: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for

356 S. Edgehill, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

125. Count 69: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 709 E. Minnesota Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

126. Count 70: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 227 N. Addison, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

127. Count 71: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 430 N. Mooreland, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

128. Count 72: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 285 N. Lynn Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in



paragraph 29, above.

129. Count 73: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 3308 Minnesota Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

130. Count 74: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1805 W. Miller Street, Indianapolis, Indiana, in the March 21, 2004, contract referenced in paragraph 29, above.

131. Count 75: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 434 Orange Street, Indianapolis, Indiana, in the May 21, 2004, contract referenced in paragraph 29, above.

132. Count 76: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 728 Fletcher, #1, Indianapolis, Indiana, in the August 19, 2004, contract referenced in paragraph 29, above.

133. Count 77: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 3007 W. Washington, Indianapolis, Indiana, in the August 26, 2004, contract referenced in paragraph 29, above.

134. Count 78: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2348 Sheldon, Indianapolis, Indiana, in the December 3, 2004, contract referenced in paragraph 29, above.

135. Count 79: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2339 English Avenue, Indianapolis, Indiana, in the December 7, 2004, contract referenced in paragraph 29, above.

136. Count 80: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2040 E. 34<sup>th</sup> Street, Indianapolis, Indiana, in the December 9, 2004, contract referenced in paragraph 29, above.

137. Count 81: Respondent failed to include a statement disclosing either the presence

of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 129 N. Miley, Indianapolis, Indiana, in the December 31, 2004, contract referenced in paragraph 29, above

138. Count 82: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1348 W. 34<sup>th</sup> Street, Indianapolis, Indiana, in the October 15, 2004, contract referenced in paragraph 29, above.

139. Count 83: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 3625 W. Michigan, Indianapolis, Indiana, in the October 21, 2004, contract referenced in paragraph 29, above.

140. Count 84: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 234 S. Temple, Indianapolis, Indiana, in the October 25, 2004, contract referenced in paragraph 29, above.

141. Count 85: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of

knowledge of such presence, either within the contract or as an attachment to the contract for 3557 Prospect, Indianapolis, Indiana, in the October 26, 2004, contract referenced in paragraph 29, above.

142. Count 86: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, in the October 29, 2004 contract referenced in paragraph 29, above.

143. Count 87: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 725 N. Luett, Indianapolis, Indiana, in the January 11, 2005, contract referenced in paragraph 29, above.

144. Count 88: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 728 E. Fletcher, #2, Indianapolis, Indiana, in the January 26, 2005, contract referenced in paragraph 29, above.

145. Count 89: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for

1115 Tibbs Avenue, Indianapolis, Indiana, in the February 9, 2005, contract referenced in paragraph 29, above.

146. Count 90: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 730 N. Tremont Street, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

147. Count 91: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 741 Bosart Avenue, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

148. Count 92: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 501 N. Tacoma, Indianapolis, Indiana, in the February 19, 2005, contract referenced in paragraph 29, above.

149. Count 93: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2625 E. 18<sup>th</sup> Street, Indianapolis, Indiana, in the February 1, 2005, contract referenced in

paragraph 29, above.

150. Count 94: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2321 Brookside, Indianapolis, Indiana, in the January 5, 2005, contract referenced in paragraph 29, above.

151. Count 95: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2905 Brookside Avenue, Indianapolis, Indiana, in the January 12, 2005, contract referenced in paragraph 29, above.

152. Count 96: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2934 Brookside, Indianapolis, Indiana, in the February 2, 2005, contract referenced in paragraph 29, above.

153. Count 97: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2310 Sheldon Street, Indianapolis, Indiana, in the March 12, 2005, contract referenced in paragraph 29, above.

154. Count 98: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 60 S. Dearborn, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

155. Count 99: Respondent failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1818 W. Vermont, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

156. Respondent's failure to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract, in each contract for each leasing transaction referenced in paragraphs 123 through 155, above, constitutes 33 violations of 40 C.F.R. § 745.113(b)(2), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA.

#### **Counts 100 through 132**

157. Paragraphs 1 through 48, above, are realleged and incorporated here by reference.

158. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified 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 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, either within each contract or as an attachment to each contract to lease target housing, before a lessee is obligated under the contract to lease target housing.

159. Count 100: Respondent failed to include 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, either within the contract or as an attachment to the contract for 423 N. Concord Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

160. Count 101: Respondent failed to include 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, either within the contract or as an attachment to the contract for 356 S. Edgehill, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

161. Count 102: Respondent failed to include 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, either within the contract or as an attachment to the contract for 709 E. Minnesota Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

162. Count 103: Respondent failed to include 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, either within the contract or as an attachment to the contract for 227 N. Addison, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

163. Count 104: Respondent failed to include 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, either within the contract or as an attachment to the contract for 430 N. Mooreland, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

164. Count 105: Respondent failed to include 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, either within the contract or as an attachment to the contract for 285 N. Lynn Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

165. Count 106: Respondent failed to include 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, either within the contract or as an attachment to the contract for 3308 Minnesota Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

166. Count 107: Respondent failed to include 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, either within the contract or as an attachment to the contract

for 1805 W. Miller Street, Indianapolis, Indiana, in the March 21, 2004, contract referenced in paragraph 29, above.

167. Count 108: Respondent failed to include 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, either within the contract or as an attachment to the contract for 434 Orange Street, Indianapolis, Indiana, in the May 21, 2004, contract referenced in paragraph 29, above.

168. Count 109: Respondent failed to include 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, either within the contract or as an attachment to the contract for 728 Fletcher, #1, Indianapolis, Indiana, in the August 19, 2004, contract referenced in paragraph 29, above.

169. Count 110: Respondent failed to include 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, either within the contract or as an attachment to the contract for 3007 W. Washington, Indianapolis, Indiana, in the August 26, 2004, contract referenced in paragraph 29, above.

170. Count 111: Respondent failed to include 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, either within the contract or as an attachment to the contract for 2348 Sheldon, Indianapolis, Indiana, in the December 3, 2004, contract referenced in

paragraph 29, above.

171. Count 112: Respondent failed to include 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, either within the contract or as an attachment to the contract for 2339 English Avenue, Indianapolis, Indiana, in the December 7, 2004, contract referenced in paragraph 29, above.

172. Count 113: Respondent failed to include 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, either within the contract or as an attachment to the contract for 2040 E. 34<sup>th</sup> Street, Indianapolis, Indiana, in the December 9, 2004, contract referenced in paragraph 29, above.

173. Count 114: Respondent failed to include 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, either within the contract or as an attachment to the contract for 129 N. Miley, Indianapolis, Indiana, in the December 31, 2004, contract referenced in paragraph 29, above

174. Count 115: Respondent failed to include 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, either within the contract or as an attachment to the contract for 1348 W. 34<sup>th</sup> Street, Indianapolis, Indiana, in the October 15, 2004, contract referenced in paragraph 29, above.

175. Count 116: Respondent failed to include 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, either within the contract or as an attachment to the contract for 3625 W. Michigan, Indianapolis, Indiana, in the October 21, 2004, contract referenced in paragraph 29, above.

176. Count 117: Respondent failed to include 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, either within the contract or as an attachment to the contract for 234 S. Temple, Indianapolis, Indiana, in the October 25, 2004, contract referenced in paragraph 29, above.

177. Count 118: Respondent failed to include 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, either within the contract or as an attachment to the contract for 3557 Prospect, Indianapolis, Indiana, in the October 26, 2004, contract referenced in paragraph 29, above.

178. Count 119: Respondent failed to include 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, either within the contract or as an attachment to the contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, in the October 29, 2004 contract referenced in paragraph 29, above.

179. Count 120: Respondent failed to include 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, either within the contract or as an attachment to the contract for 725 N. Luett, Indianapolis, Indiana, in the January 11, 2005, contract referenced in paragraph 29, above.

180. Count 121: Respondent failed to include 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, either within the contract or as an attachment to the contract for 728 E. Fletcher, #2, Indianapolis, Indiana, in the January 26, 2005, contract referenced in paragraph 29, above.

181. Count 122: Respondent failed to include 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, either within the contract or as an attachment to the contract for 1115 Tibbs Avenue, Indianapolis, Indiana, in the February 9, 2005, contract referenced in paragraph 29, above.

182. Count 123: Respondent failed to include 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, either within the contract or as an attachment to the contract for 730 N. Tremont Street, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

183. Count 124: Respondent failed to include 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, either within the contract or as an attachment to the contract for 741 Bosart Avenue, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

184. Count 125: Respondent failed to include 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, either within the contract or as an attachment to the contract for 501 N. Tacoma, Indianapolis, Indiana, in the February 19, 2005, contract referenced in paragraph 29, above.

185. Count 126: Respondent failed to include 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, either within the contract or as an attachment to the contract for 2625 E. 18<sup>th</sup> Street, Indianapolis, Indiana, in the February 1, 2005, contract referenced in paragraph 29, above.

186. Count 127: Respondent failed to include 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, either within the contract or as an attachment to the contract for 2321 Brookside, Indianapolis, Indiana, in the January 5, 2005, contract referenced in paragraph 29, above.

187. Count 128: Respondent failed to include 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, either within the contract or as an attachment to the contract for 2905 Brookside Avenue, Indianapolis, Indiana, in the January 12, 2005, contract referenced in paragraph 29, above.

188. Count 129: Respondent failed to include 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, either within the contract or as an attachment to the contract for 2934 Brookside, Indianapolis, Indiana, in the February 2, 2005, contract referenced in paragraph 29, above.

189. Count 130: Respondent failed to include 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, either within the contract or as an attachment to the contract for 2310 Sheldon Street, Indianapolis, Indiana, in the March 12, 2005, contract referenced in paragraph 29, above.

190. Count 131: Respondent failed to include 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, either within the contract or as an attachment to the contract for 60 S. Dearborn, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

191. Count 132: Respondent failed to include 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, either within the contract or as an attachment to the contract

for 1818 W. Vermont, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

192. Respondent's failure to include 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, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 159 through 191, above, constitutes 33 violations of 40 C.F.R. § 745.113(b)(3), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA.

#### **Counts 133 through 165**

193. Paragraphs 1 through 48, above, are realleged and incorporated here by reference.

194. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified 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 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, either within each contract or as an attachment to each contract.

195. Count 133: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 423 N. Concord Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.



196. Count 134: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 356 S. Edgehill, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

197. Count 135: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 709 E. Minnesota Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

198. Count 136: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 227 N. Addison, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

199. Count 137: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 430 N. Mooreland, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

200. Count 138: Respondent failed to include a statement by the lessee affirming receipt

of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 285 N. Lynn Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

201. Count 139: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 3308 Minnesota Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

202. Count 140: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1805 W. Miller Street, Indianapolis, Indiana, in the March 21, 2004, contract referenced in paragraph 29, above.

203. Count 141: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 434 Orange Street, Indianapolis, Indiana, in the May 21, 2004, contract referenced in paragraph 29, above.

204. Count 142: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard

Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 728 Fletcher, #1, Indianapolis, Indiana, in the August 19, 2004, contract referenced in paragraph 29, above.

205. Count 143: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 3007 W. Washington, Indianapolis, Indiana, in the August 26, 2004, contract referenced in paragraph 29, above.

206. Count 144: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2348 Sheldon, Indianapolis, Indiana, in the December 3, 2004, contract referenced in paragraph 29, above.

207. Count 145: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2339 English Avenue, Indianapolis, Indiana, in the December 7, 2004, contract referenced in paragraph 29, above.

208. Count 146: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an

attachment to the contract for 2040 E. 34<sup>th</sup> Street, Indianapolis, Indiana, in the December 9, 2004, contract referenced in paragraph 29, above.

209. Count 147: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 129 N. Miley, Indianapolis, Indiana, in the December 31, 2004, contract referenced in paragraph 29, above

210. Count 148: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1348 W. 34<sup>th</sup> Street, Indianapolis, Indiana, in the October 15, 2004, contract referenced in paragraph 29, above.

211. Count 149: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 3625 W. Michigan, Indianapolis, Indiana, in the October 21, 2004, contract referenced in paragraph 29, above.

212. Count 150: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 234 S. Temple, Indianapolis, Indiana, in the October 25, 2004,

contract referenced in paragraph 29, above.

213. Count 151: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 3557 Prospect, Indianapolis, Indiana, in the October 26, 2004, contract referenced in paragraph 29, above.

214. Count 152: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, in the October 29, 2004 contract referenced in paragraph 29, above.

215. Count 153: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 725 N. Luett, Indianapolis, Indiana, in the January 11, 2005, contract referenced in paragraph 29, above.

216. Count 154: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 728 E. Fletcher, #2, Indianapolis, Indiana, in the January 26, 2005, contract referenced in paragraph 29, above.

217. Count 155: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1115 Tibbs Avenue, Indianapolis, Indiana, in the February 9, 2005, contract referenced in paragraph 29, above.

218. Count 156: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 730 N. Tremont Street, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

219. Count 157: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 741 Bosart Avenue, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

220. Count 158: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 501 N. Tacoma, Indianapolis, Indiana, in the February 19, 2005, contract referenced in paragraph 29, above.

221. Count 159: Respondent failed to include a statement by the lessee affirming receipt

of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2625 E. 18<sup>th</sup> Street, Indianapolis, Indiana, in the February 1, 2005, contract referenced in paragraph 29, above.

222. Count 160: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2321 Brookside, Indianapolis, Indiana, in the January 5, 2005, contract referenced in paragraph 29, above.

223. Count 161: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2905 Brookside Avenue, Indianapolis, Indiana, in the January 12, 2005, contract referenced in paragraph 29, above.

224. Count 162: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2934 Brookside, Indianapolis, Indiana, in the February 2, 2005, contract referenced in paragraph 29, above.

225. Count 163: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard

Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2310 Sheldon Street, Indianapolis, Indiana, in the March 12, 2005, contract referenced in paragraph 29, above.

226. Count 164: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 60 S. Dearborn, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

227. Count 165: Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1818 W. Vermont, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

228. Respondent's failure to include 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, either within each contract or as an attachment to each contract, for each leasing transactions referenced in paragraphs 133 through 165, above, constitutes 33 violations of 40 C.F.R. § 745.113(b)(4), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA.

**Count 166 through 198**

229. Paragraphs 1 through 48, above, are realleged and incorporated here by reference.



230. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified 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 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, either within each contract or as an attachment to each contract to lease target housing.

231. Count 166: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 423 N. Concord Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

232. Count 167: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 356 S. Edgehill, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

233. Count 168: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 709 E. Minnesota Street, Indianapolis, Indiana, in the February 1, 2004, contract referenced in paragraph 29, above.

234. Count 169: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 227 N. Addison, Indianapolis, Indiana, in the

March 1, 2004, contract referenced in paragraph 29, above.

235. Count 170: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 430 N. Mooreland, Indianapolis, Indiana, in the March 1, 2004, contract referenced in paragraph 29, above.

236. Count 171: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 285 N. Lynn Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

237. Count 172: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 3308 Minnesota Street, Indianapolis, Indiana, in the March 15, 2004, contract referenced in paragraph 29, above.

238. Count 173: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 1805 W. Miller Street, Indianapolis, Indiana, in the March 21, 2004, contract referenced in paragraph 29, above.

239. Count 174: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 434 Orange Street, Indianapolis, Indiana, in the May 21, 2004, contract referenced in paragraph 29, above.

240. Count 175: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 728 Fletcher, #1, Indianapolis, Indiana, in the August 19, 2004, contract referenced in paragraph 29, above.

241. Count 176: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 3007 W. Washington, Indianapolis, Indiana, in the August 26, 2004, contract referenced in paragraph 29, above.

242. Count 177: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2348 Sheldon, Indianapolis, Indiana, in the December 3, 2004, contract referenced in paragraph 29, above.

243. Count 178: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2339 English Avenue, Indianapolis, Indiana, in the December 7, 2004, contract referenced in paragraph 29, above.

244. Count 179: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2040 E. 34<sup>th</sup> Street, Indianapolis, Indiana, in the December 9, 2004, contract referenced in paragraph 29, above.

245. Count 180: Respondent failed to include the signatures of the lessor and the lessee

certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 129 N. Miley, Indianapolis, Indiana, in the December 31, 2004, contract referenced in paragraph 29, above

246. Count 181: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 1348 W. 34<sup>th</sup> Street, Indianapolis, Indiana, in the October 15, 2004, contract referenced in paragraph 29, above.

247. Count 182: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 3625 W. Michigan, Indianapolis, Indiana, in the October 21, 2004, contract referenced in paragraph 29, above.

248. Count 183: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 234 S. Temple, Indianapolis, Indiana, in the October 25, 2004, contract referenced in paragraph 29, above.

249. Count 184: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 3557 Prospect, Indianapolis, Indiana, in the October 26, 2004, contract referenced in paragraph 29, above.

250. Count 185: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the

contract or as an attachment to the contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, in the October 29, 2004 contract referenced in paragraph 29, above.

251. Count 186: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 725 N. Luett, Indianapolis, Indiana, in the January 11, 2005, contract referenced in paragraph 29, above.

252. Count 187: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 728 E. Fletcher, #2, Indianapolis, Indiana, in the January 26, 2005, contract referenced in paragraph 29, above.

253. Count 188: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 1115 Tibbs Avenue, Indianapolis, Indiana, in the February 9, 2005, contract referenced in paragraph 29, above.

254. Count 189: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 730 N. Tremont Street, Indianapolis, Indiana, in the February 17, 2005, contract referenced in paragraph 29, above.

255. Count 190: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 741 Bosart Avenue, Indianapolis, Indiana, in the

February 17, 2005, contract referenced in paragraph 29, above.

256. Count 191: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 501 N. Tacoma, Indianapolis, Indiana, in the February 19, 2005, contract referenced in paragraph 29, above.

257. Count 192: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2625 E. 18<sup>th</sup> Street, Indianapolis, Indiana, in the February 1, 2005, contract referenced in paragraph 29, above.

258. Count 193: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2321 Brookside, Indianapolis, Indiana, in the January 5, 2005, contract referenced in paragraph 29, above.

259. Count 194: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2905 Brookside Avenue, Indianapolis, Indiana, in the January 12, 2005, contract referenced in paragraph 29, above.

260. Count 195: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2934 Brookside, Indianapolis, Indiana, in the February 2, 2005, contract referenced in paragraph 29, above.

261. Count 196: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2310 Sheldon Street, Indianapolis, Indiana, in the March 12, 2005, contract referenced in paragraph 29, above.

262. Count 197: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 60 S. Dearborn, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

263. Count 198: Respondent failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 1818 W. Vermont, Indianapolis, Indiana, in the March 17, 2005, contract referenced in paragraph 29, above.

264. Respondent's failure to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within each contract or as an attachment to each contract, for each leasing transactions referenced in paragraphs 231 through 263, above, constitutes 33 violations of 40 C.F.R. § 745.113(b)(6), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA.

**Failure to Disclose in Sales Transactions**

**Count 199 through 239**

265. Paragraphs 1 through 48, above, are incorporated by reference.

266. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a purchaser or lessee is obligated under any contract to purchase or lease target housing. 40 C.F.R. § 745.107(a)(1) requires the seller or lessor to provide the purchaser or lessee with a EPA-approved lead hazard information pamphlet.

267. Count 199: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2660 N. Holmes Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

268. Count 200: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 129 Miley Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

269. Count 201: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 610 E. 32<sup>nd</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

270. Count 202: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 541 E. 38<sup>th</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

271. Count 203: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, closed in the November 15, 2004 settlement referenced in paragraph 36, above.

272. Count 204: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2923 N. Capitol Avenue, Indianapolis, Indiana, closed in the



November 30, 2004 settlement referenced in paragraph 36, above.

273. Count 205: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 35 N. Holmes Avenue, Indianapolis, Indiana, closed in the February 25, 2004 settlement referenced in paragraph 36, above.

274. Count 206: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 530 E. Morris Street, Indianapolis, Indiana, closed in the April 19, 2004 settlement referenced in paragraph 36, above.

275. Count 207: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 1818 W. Vermont Street, Indianapolis, Indiana, closed in the March 15, 2004 settlement referenced in paragraph 36, above.

276. Count 208: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 1525-1527 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

277. Count 209: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2823 W. Michigan Street, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

278. Count 210: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2934-2936 Brookside Avenue, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

279. Count 211: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2642 E. 18<sup>th</sup> Street, Indianapolis, Indiana, closed in the June 9, 2004

settlement referenced in paragraph 36, above.

280. Count 212: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 422 N. Berwick Avenue, Indianapolis, Indiana, closed in the May 20, 2004 settlement referenced in paragraph 36, above.

281. Count 213: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2902 Kenwood Avenue, Indianapolis, Indiana, closed in the June 28, 2004 settlement referenced in paragraph 36, above.

282. Count 214: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 32 S. Tremont, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

283. Count 215: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 3321 W. Michigan Street, Indianapolis, Indiana, closed in the November 17, 2004 settlement referenced in paragraph 36, above.

284. Count 216: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 254 N. Addison Street, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

285. Count 217: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2838 N. Kenwood Avenue, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

286. Count 218: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 1902 W. Michigan Street, Indianapolis, Indiana, closed in the

January 8, 2004 settlement referenced in paragraph 36, above.

287. Count 219: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 405 N. Holmes Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

288. Count 220: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2337 Indianapolis Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

289. Count 221: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2348 Sheldon Street, Indianapolis, Indiana, closed in the March 18, 2004 settlement referenced in paragraph 36, above.

290. Count 222: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 1619 Dr. Andrew J. Brown, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

291. Count 223: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 530 N. Centennial, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

292. Count 224: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2411 Coyner Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

293. Count 225: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2450 Hovey Street, Indianapolis, Indiana, closed in the

August 2, 2004 settlement referenced in paragraph 36, above.

294. Count 226: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 417-419 LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

295. Count 227: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 3920 Guilford Avenue, Indianapolis, Indiana, closed in the September 21, 2004 settlement referenced in paragraph 36, above.

296. Count 228: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 3302-3304 Capitol Avenue, Indianapolis, Indiana, closed in the April 7, 2004 settlement referenced in paragraph 36, above.

297. Count 229: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 2339 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

298. Count 230: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 646 N. Jefferson, Indianapolis, Indiana, closed in the June 7, 2004 settlement referenced in paragraph 36, above.

299. Count 231: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 501 N. Tacoma Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

300. Count 232: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 3119 W. 10<sup>th</sup> Street, Indianapolis, Indiana, closed in the

March 26, 2004 settlement referenced in paragraph 36, above.

301. Count 233: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 1115 N. Tibbs Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

302. Count 234: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 1006 W. 27<sup>th</sup> Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

303. Count 235: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 305 N. LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

304. Count 236: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 26 N. Holmes Avenue, Indianapolis, Indiana, closed in the May 6, 2004 settlement referenced in paragraph 36, above.

305. Count 237: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 1445 Olive Street, Indianapolis, Indiana, closed in the January 23, 2004 settlement referenced in paragraph 36, above.

306. Count 238: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 267 N. Richland Street, Indianapolis, Indiana, closed in the March 8, 2004 settlement referenced in paragraph 36, above.

307. Count 239: Respondent failed to provide a EPA-approved lead hazard information pamphlet to the purchaser of 250-252 N. LaSalle Street, Indianapolis, Indiana, closed in the

January 29, 2004 settlement referenced in paragraph 36, above.

308. Respondent's failure to provide a EPA-approved lead hazard information pamphlet to the purchasers of the target housing referenced in paragraphs 267 through 307 above, constitutes 41 violations of 40 C.F.R. § 745.107(a)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

**Counts 240 through 280**

309. Paragraphs 1 through 48 are incorporated herein by reference.

310. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(1) requires the seller to include a Lead Warning Statement in an attachment to the contract to sell target housing.

311. Count 240: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2660 N. Holmes Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

312. Count 241: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 129 Miley Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

313. Count 242: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 610 E. 32<sup>nd</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

314. Count 243: Respondent failed to include a Lead Warning Statement in an

attachment to the sales contract for 541 E. 38<sup>th</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

315. Count 244: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, closed in the November 15, 2004 settlement referenced in paragraph 36, above.

316. Count 245: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2923 N. Capitol Avenue, Indianapolis, Indiana, closed in the November 30, 2004 settlement referenced in paragraph 36, above.

317. Count 246: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 35 N. Holmes Avenue, Indianapolis, Indiana, closed in the February 25, 2004 settlement referenced in paragraph 36, above.

318. Count 247: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 530 E. Morris Street, Indianapolis, Indiana, closed in the April 19, 2004 settlement referenced in paragraph 36, above.

319. Count 248: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 1818 W. Vermont Street, Indianapolis, Indiana, closed in the March 15, 2004 settlement referenced in paragraph 36, above.

320. Count 249: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 1525-1527 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

321. Count 250: Respondent failed to include a Lead Warning Statement in an

attachment to the sales contract for 2823 W. Michigan Street, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

322. Count 251: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2934-2936 Brookside Avenue, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

323. Count 252: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2642 E. 18<sup>th</sup> Street, Indianapolis, Indiana, closed in the June 9, 2004 settlement referenced in paragraph 36, above.

324. Count 253: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 422 N. Berwick Avenue, Indianapolis, Indiana, closed in the May 20, 2004 settlement referenced in paragraph 36, above.

325. Count 254: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2902 Kenwood Avenue, Indianapolis, Indiana, closed in the June 28, 2004 settlement referenced in paragraph 36, above.

326. Count 255: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 32 S. Tremont, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

327. Count 256: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 3321 W. Michigan Street, Indianapolis, Indiana, closed in the November 17, 2004 settlement referenced in paragraph 36, above.

328. Count 257: Respondent failed to include a Lead Warning Statement in an



attachment to the sales contract for 254 N. Addison Street, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

329. Count 258: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2838 N. Kenwood Avenue, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

330. Count 259: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 1902 W. Michigan Street, Indianapolis, Indiana, closed in the January 8, 2004 settlement referenced in paragraph 36, above.

331. Count 260: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 405 N. Holmes Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

332. Count 261: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2337 Indianapolis Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

333. Count 262: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2348 Sheldon Street, Indianapolis, Indiana, closed in the March 18, 2004 settlement referenced in paragraph 36, above.

334. Count 263: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 1619 Dr. Andrew J. Brown, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

335. Count 264: Respondent failed to include a Lead Warning Statement in an

attachment to the sales contract for 530 N. Centennial, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

336. Count 265: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2411 Coyner Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

337. Count 266: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2450 Hovey Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

338. Count 267: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 417-419 LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

339. Count 268: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 3920 Guilford Avenue, Indianapolis, Indiana, closed in the September 21, 2004 settlement referenced in paragraph 36, above.

340. Count 269: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 3302-3304 Capitol Avenue, Indianapolis, Indiana, closed in the April 7, 2004 settlement referenced in paragraph 36, above.

341. Count 270: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 2339 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

342. Count 271: Respondent failed to include a Lead Warning Statement in an

attachment to the sales contract for 646 N. Jefferson, Indianapolis, Indiana, closed in the June 7, 2004 settlement referenced in paragraph 36, above.

343. Count 272: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 501 N. Tacoma Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

344. Count 273: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 3119 W. 10<sup>th</sup> Street, Indianapolis, Indiana, closed in the March 26, 2004 settlement referenced in paragraph 36, above.

345. Count 274: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 1115 N. Tibbs Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

346. Count 275: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 1006 W. 27<sup>th</sup> Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

347. Count 276: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 305 N. LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

348. Count 277: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 26 N. Holmes Avenue, Indianapolis, Indiana, closed in the May 6, 2004 settlement referenced in paragraph 36, above.

349. Count 278: Respondent failed to include a Lead Warning Statement in an

attachment to the sales contract for 1445 Olive Street, Indianapolis, Indiana, closed in the January 23, 2004 settlement referenced in paragraph 36, above.

350. Count 279: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 267 N. Richland Street, Indianapolis, Indiana, closed in the March 8, 2004 settlement referenced in paragraph 36, above.

351. Count 280: Respondent failed to include a Lead Warning Statement in an attachment to the sales contract for 250-252 N. LaSalle Street, Indianapolis, Indiana, closed in the January 29, 2004 settlement referenced in paragraph 36, above.

352. Respondent's failure to include a Lead Warning Statement as an attachment to the contracts to sell the target housing referenced in paragraphs 311 through 351, above, constitutes 41 violation of 40 C.F.R. § 745.113(a)(1), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

#### **Counts 281 through 321**

353. Paragraphs 1 through 48 are realleged and incorporated herein by reference.

354. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(2) requires a seller to include in an attachment to each contract to sell target housing a statement by the seller 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.

355. Count 281: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2660 N. Holmes Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

356. Count 282: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 129 Miley Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

357. Count 283: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 610 E. 32<sup>nd</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

358. Count 284: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 541 E. 38<sup>th</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

359. Count 285: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, closed in the November 15, 2004 settlement referenced in paragraph 36, above.

360. Count 286: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2923 N. Capitol Avenue, Indianapolis, Indiana, closed in the November 30, 2004 settlement referenced in paragraph 36, above.

361. Count 287: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 35 N. Holmes Avenue, Indianapolis, Indiana, closed in the February 25, 2004 settlement referenced in paragraph 36, above.

362. Count 288: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 530 E. Morris Street, Indianapolis, Indiana, closed in the April 19, 2004 settlement referenced in paragraph 36, above.

363. Count 289: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for

1818 W. Vermont Street, Indianapolis, Indiana, closed in the March 15, 2004 settlement referenced in paragraph 36, above.

364. Count 290: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for

1525-1527 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

365. Count 291: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for

2823 W. Michigan Street, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

366. Count 292: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for

2934-2936 Brookside Avenue, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

367. Count 293: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for

2642 E. 18<sup>th</sup> Street, Indianapolis, Indiana, closed in the June 9, 2004 settlement referenced in paragraph 36, above.

368. Count 294: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 422 N. Berwick Avenue, Indianapolis, Indiana, closed in the May 20, 2004 settlement referenced in paragraph 36, above.

369. Count 295: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2902 Kenwood Avenue, Indianapolis, Indiana, closed in the June 28, 2004 settlement referenced in paragraph 36, above.

370. Count 296: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 32 S. Tremont, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

371. Count 297: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 3321 W. Michigan Street, Indianapolis, Indiana, closed in the November 17, 2004 settlement



referenced in paragraph 36, above.

372. Count 298: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 254 N. Addison Street, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

373. Count 299: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2838 N. Kenwood Avenue, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

374. Count 300: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 1902 W. Michigan Street, Indianapolis, Indiana, closed in the January 8, 2004 settlement referenced in paragraph 36, above.

375. Count 301: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 405 N. Holmes Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

376. Count 302: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2337 Indianapolis Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

377. Count 303: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2348 Sheldon Street, Indianapolis, Indiana, closed in the March 18, 2004 settlement referenced in paragraph 36, above.

378. Count 304: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 1619 Dr. Andrew J. Brown, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

379. Count 305: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 530 N. Centennial, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

380. Count 306: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2411 Coyner Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

381. Count 307: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2450 Hovey Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

382. Count 308: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 417-419 LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

383. Count 309: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 3920 Guilford Avenue, Indianapolis, Indiana, closed in the September 21, 2004 settlement referenced in paragraph 36, above.

384. Count 310: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 3302-3304 Capitol Avenue, Indianapolis, Indiana, closed in the April 7, 2004 settlement referenced in paragraph 36, above.

385. Count 311: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 2339 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

386. Count 312: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 646 N. Jefferson, Indianapolis, Indiana, closed in the June 7, 2004 settlement referenced in paragraph 36, above.

387. Count 313: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 501 N. Tacoma Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

388. Count 314 Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 3119 W. 10<sup>th</sup>

Street, Indianapolis, Indiana, closed in the March 26, 2004 settlement referenced in paragraph 36, above.

389. Count 315: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 1115 N. Tibbs Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

390. Count 316: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 1006 W. 27<sup>th</sup> Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

391. Count 317: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 305 N. LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

392. Count 318: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 26 N. Holmes

Avenue, Indianapolis, Indiana, closed in the May 6, 2004 settlement referenced in paragraph 36, above.

393. Count 319: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 1445 Olive Street, Indianapolis, Indiana, closed in the January 23, 2004 settlement referenced in paragraph 36, above.

394. Count 320: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 267 N. Richland Street, Indianapolis, Indiana, closed in the March 8, 2004 settlement referenced in paragraph 36, above.

395. Count 321: Respondent failed to include a statement by the seller 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 in an attachment to the sales contract for 250-252 N. LaSalle Street, Indianapolis, Indiana, closed in the January 29, 2004 settlement referenced in paragraph 36, above.

396. Respondent's failure to include a statement by the seller 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 in an attachment to the contracts to sell target housing, as referenced in paragraphs 355 through 395, above, constitutes 41 violations of 40 C.F.R.

§ 745.113(a)(2), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

**Counts 322 through 362**

397. Paragraphs 1 through 48 are realleged and incorporated herein by reference.

398. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(3) requires a seller to include in an attachment to each contract to sell target housing a list of any records or reports, available to the seller regarding lead-based paint and/or lead-based paint hazards in the target housing or a statement that no such records exist.

399. Counts 322: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2660 N. Holmes Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

400. Counts 323: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 129 Miley Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

401. Counts 324: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a

statement that no such records exist in an attachment to the sales contract for 610 E. 32<sup>nd</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

402. Counts 325: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 541 E. 38<sup>th</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

403. Counts 326: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, closed in the November 15, 2004 settlement referenced in paragraph 36, above.

404. Counts 327: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2923 N. Capitol Avenue, Indianapolis, Indiana, closed in the November 30, 2004 settlement referenced in paragraph 36, above.

405. Counts 328: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 35 N. Holmes



Avenue, Indianapolis, Indiana, closed in the February 25, 2004 settlement referenced in paragraph 36, above.

406. Counts 329: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 530 E. Morris Street, Indianapolis, Indiana, closed in the April 19, 2004 settlement referenced in paragraph 36, above.

407. Counts 330: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 1818 W. Vermont Street, Indianapolis, Indiana, closed in the March 15, 2004 settlement referenced in paragraph 36, above.

408. Counts 331: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 1525-1527 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

409. Counts 332: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2823 W. Michigan Street, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in

paragraph 36, above.

410. Counts 333: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2934-936 Brookside Avenue, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

411. Counts 334: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2642 E. 18<sup>th</sup> Street, Indianapolis, Indiana, closed in the June 9, 2004 settlement referenced in paragraph 36, above.

412. Counts 335: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 422 N. Berwick Avenue, Indianapolis, Indiana, closed in the May 20, 2004 settlement referenced in paragraph 36, above.

413. Counts 336: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2902 Kenwood Avenue, Indianapolis, Indiana, closed in the June 28, 2004 settlement referenced in paragraph 36, above.

414. Counts 337: Respondent failed to include a list of any records or reports, available

to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 32 S. Tremont, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

415. Counts 338: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 3321 W. Michigan Street, Indianapolis, Indiana, closed in the November 17, 2004 settlement referenced in paragraph 36, above.

416. Counts 339: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 254 N. Addison Street, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

417. Counts 340: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2838 N. Kenwood Avenue, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

418. Counts 341: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a

statement that no such records exist in an attachment to the sales contract for 1902 W. Michigan Street, Indianapolis, Indiana, closed in the January 8, 2004 settlement referenced in paragraph 36, above.

419. Counts 342: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 405 N. Holmes Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

420. Counts 343: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2337 Indianapolis Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

421. Counts 344: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2348 Sheldon Street, Indianapolis, Indiana, closed in the March 18, 2004 settlement referenced in paragraph 36, above.

422. Counts 345: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

1619 Dr. Andrew J. Brown, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

423. Counts 346: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 530 N. Centennial, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

424. Counts 347: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2411 Coyner Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

425. Counts 348: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2450 Hovey Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

426. Counts 349: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 417-419 LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

427. Counts 350: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 3920 Guilford Avenue, Indianapolis, Indiana, closed in the September 21, 2004 settlement referenced in paragraph 36, above.

428. Counts 351: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 3302-3304 Capitol Avenue, Indianapolis, Indiana, closed in the April 7, 2004 settlement referenced in paragraph 36, above.

429. Counts 352: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 2339 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

430. Counts 353: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 646 N. Jefferson, Indianapolis, Indiana, closed in the June 7, 2004 settlement referenced in paragraph 36, above.

431. Counts 354: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a

statement that no such records exist in an attachment to the sales contract for 501 N. Tacoma Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

432. Counts 355: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 3119 W. 10<sup>th</sup> Street, Indianapolis, Indiana, closed in the March 26, 2004 settlement referenced in paragraph 36, above.

433. Counts 356: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 1115 N. Tibbs Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

434. Counts 357: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 1006 W. 27<sup>th</sup> Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

435. Counts 358: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 305 N. LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

436. Counts 359: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 26 N. Holmes Avenue, Indianapolis, Indiana, closed in the May 6, 2004 settlement referenced in paragraph 36, above.

437. Counts 360: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 1445 Olive Street, Indianapolis, Indiana, closed in the January 23, 2004 settlement referenced in paragraph 36, above.

438. Counts 361: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 267 N. Richland Street, Indianapolis, Indiana, closed in the March 8, 2004 settlement referenced in paragraph 36, above.

439. Counts 362: Respondent failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 250-252 N. LaSalle Street, Indianapolis, Indiana, closed in the January 29, 2004 settlement referenced in paragraph 36, above.



440. Respondent's failure to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the contracts to sell target housing, as referenced in paragraphs 399 through 439, above, constitutes 41 violations of 40 C.F.R. § 745.113(a)(3), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

**Counts 363 through 403**

441. Paragraphs 1 through 48 are realleged and incorporated herein by reference.

442. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(4) requires the seller to include in an attachment to each contract to sell target housing a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696.

443. Count 363: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2660 N. Holmes Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

444. Count 364: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for

129 Miley Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

445. Count 365: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 610 E. 32<sup>nd</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

446. Count 366: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 541 E. 38<sup>th</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

447. Count 367: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, closed in the November 15, 2004 settlement referenced in paragraph 36, above.

448. Count 368: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2923 N. Capitol Avenue, Indianapolis, Indiana, closed in the November 30, 2004 settlement

referenced in paragraph 36, above.

449. Count 369: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 35 N. Holmes Avenue, Indianapolis, Indiana, closed in the February 25, 2004 settlement referenced in paragraph 36, above.

450. Count 370: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 530 E. Morris Street, Indianapolis, Indiana, closed in the April 19, 2004 settlement referenced in paragraph 36, above.

451. Count 371: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1818 W. Vermont Street, Indianapolis, Indiana, closed in the March 15, 2004 settlement referenced in paragraph 36, above.

452. Count 372: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1525-1527 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

453. Count 373: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2823 W. Michigan Street, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

454. Count 374: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2934-2936 Brookside Avenue, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

455. Count 375: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2642 E. 18<sup>th</sup> Street, Indianapolis, Indiana, closed in the June 9, 2004 settlement referenced in paragraph 36, above.

456. Count 376: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 422 N. Berwick Avenue, Indianapolis, Indiana, closed in the May 20, 2004 settlement referenced in paragraph 36, above.

457. Count 377: Respondent failed to include a statement from the purchaser affirming

receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2902 Kenwood Avenue, Indianapolis, Indiana, closed in the June 28, 2004 settlement referenced in paragraph 36, above.

458. Count 378: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 32 S. Tremont, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

459. Count 379: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 3321 W. Michigan Street, Indianapolis, Indiana, closed in the November 17, 2004 settlement referenced in paragraph 36, above.

460. Count 380: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 254 N. Addison Street, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

461. Count 381: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard

information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2838 N. Kenwood Avenue, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

462. Count 382: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1902 W. Michigan Street, Indianapolis, Indiana, closed in the January 8, 2004 settlement referenced in paragraph 36, above.

463. Count 383: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 405 N. Holmes Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

464. Count 384: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2337 Indianapolis Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

465. Count 385: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for

2348 Sheldon Street, Indianapolis, Indiana, closed in the March 18, 2004 settlement referenced in paragraph 36, above.

466. Count 386: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1619 Dr. Andrew J. Brown, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

467. Count 387: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 530 N. Centennial, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

468. Count 388: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2411 Coyner Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

469. Count 389: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2450 Hovey Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in

paragraph 36, above.

470. Count 390: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 417-419 LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

471. Count 391: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 3920 Guilford Avenue, Indianapolis, Indiana, closed in the September 21, 2004 settlement referenced in paragraph 36, above.

472. Count 392: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 3302-3304 Capitol Avenue, Indianapolis, Indiana, closed in the April 7, 2004 settlement referenced in paragraph 36, above.

473. Count 393: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 2339 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.



474. Count 394: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 646 N. Jefferson, Indianapolis, Indiana, closed in the June 7, 2004 settlement referenced in paragraph 36, above.

475. Count 395: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 501 N. Tacoma Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

476. Count 396: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 3119 W. 10<sup>th</sup> Street, Indianapolis, Indiana, closed in the March 26, 2004 settlement referenced in paragraph 36, above.

477. Count 397: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1115 N. Tibbs Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

478. Count 398: Respondent failed to include a statement from the purchaser affirming

receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1006 W. 27<sup>th</sup> Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

479. Count 399: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 305 N. LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

480. Count 400: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 26 N. Holmes Avenue, Indianapolis, Indiana, closed in the May 6, 2004 settlement referenced in paragraph 36, above.

481. Count 401: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1445 Olive Street, Indianapolis, Indiana, closed in the January 23, 2004 settlement referenced in paragraph 36, above.

482. Count 402: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard

information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 267 N. Richland Street, Indianapolis, Indiana, closed in the March 8, 2004 settlement referenced in paragraph 36, above.

483. Count 403: Respondent failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 250-252 N. LaSalle Street, Indianapolis, Indiana, closed in the January 29, 2004 settlement referenced in paragraph 36, above.

484. Respondent's failure to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. §§ 113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the contracts to sell target housing, as referenced in paragraphs 443 through 483, above, constitutes 41 violations of 40 C.F.R. § 745.113(a)(4), 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA, 15 U.S.C. § 2689.

#### **Counts 404 through 444**

485. Paragraphs 1 through 48 are incorporated herein by reference.

486. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(5) requires the seller to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the contract to sell target housing.

487. Count 404: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2660 N. Holmes Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

488. Count 405: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 129 Miley Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

489. Count 406: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 610 E. 32<sup>nd</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

490. Count 407: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 541 E. 38<sup>th</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

491. Count 408: Respondent failed to include a statement by the purchaser that he/she

has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, closed in the November 15, 2004 settlement referenced in paragraph 36, above.

492. Count 409: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2923 N. Capitol Avenue, Indianapolis, Indiana, closed in the November 30, 2004 settlement referenced in paragraph 36, above.

493. Count 410: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 35 N. Holmes Avenue, Indianapolis, Indiana, closed in the February 25, 2004 settlement referenced in paragraph 36, above.

494. Count 411: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 530 E. Morris Street, Indianapolis, Indiana, closed in the April 19, 2004 settlement referenced in paragraph 36, above.

495. Count 412: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by

40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1818 W. Vermont Street, Indianapolis, Indiana, closed in the March 15, 2004 settlement referenced in paragraph 36, above.

496. Count 413: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1525-1527 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

497. Count 414: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2823 W. Michigan Street, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

498. Count 415: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2934-2936 Brookside Avenue, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

499. Count 416: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for

2642 E. 18<sup>th</sup> Street, Indianapolis, Indiana, closed in the June 9, 2004 settlement referenced in paragraph 36, above.

500. Count 417: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 422 N. Berwick Avenue, Indianapolis, Indiana, closed in the May 20, 2004 settlement referenced in paragraph 36, above.

501. Count 418: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2902 Kenwood Avenue, Indianapolis, Indiana, closed in the June 28, 2004 settlement referenced in paragraph 36, above.

502. Count 419: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 32 S. Tremont, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

503. Count 420: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 3321 W. Michigan Street, Indianapolis, Indiana, closed in the November 17, 2004 settlement

referenced in paragraph 36, above.

504. Count 421: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 254 N. Addison Street, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

505. Count 422: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2838 N. Kenwood Avenue, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

506. Count 423: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1902 W. Michigan Street, Indianapolis, Indiana, closed in the January 8, 2004 settlement referenced in paragraph 36, above.

507. Count 424: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 405 N. Holmes Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.



508. Count 425: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2337 Indianapolis Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

509. Count 426: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2348 Sheldon Street, Indianapolis, Indiana, closed in the March 18, 2004 settlement referenced in paragraph 36, above.

510. Count 427: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1619 Dr. Andrew J. Brown, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

511. Count 428: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 530 N. Centennial, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

512. Count 429: Respondent failed to include a statement by the purchaser that he/she

has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2411 Coyner Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

513. Count 430: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2450 Hovey Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

514. Count 431: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 417-419 LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

515. Count 432: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 3920 Guilford Avenue, Indianapolis, Indiana, closed in the September 21, 2004 settlement referenced in paragraph 36, above.

516. Count 433: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by

40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 3302-3304 Capitol Avenue, Indianapolis, Indiana, closed in the April 7, 2004 settlement referenced in paragraph 36, above.

517. Count 434: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 2339 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

518. Count 435: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 646 N. Jefferson, Indianapolis, Indiana, closed in the June 7, 2004 settlement referenced in paragraph 36, above.

519. Count 436: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 501 N. Tacoma Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

520. Count 437: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for

3119 W. 10<sup>th</sup> Street, Indianapolis, Indiana, closed in the March 26, 2004 settlement referenced in paragraph 36, above.

521. Count 438: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1115 N. Tibbs Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

522. Count 439: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1006 W. 27<sup>th</sup> Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

523. Count 440: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 305 N. LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

524. Count 441: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 26 N. Holmes Avenue, Indianapolis, Indiana, closed in the May 6, 2004 settlement referenced in

paragraph 36, above.

525. Count 442: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1445 Olive Street, Indianapolis, Indiana, closed in the January 23, 2004 settlement referenced in paragraph 36, above.

526. Count 443: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 267 N. Richland Street, Indianapolis, Indiana, closed in the March 8, 2004 settlement referenced in paragraph 36, above.

527. Count 444: Respondent failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 250-252 N. LaSalle Street, Indianapolis, Indiana, closed in the January 29, 2004 settlement referenced in paragraph 36, above.

528. Respondent's failure to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity as an attachment to the contracts to sell the target housing referenced in paragraphs 487 and 527, above, constitutes 41 violation of 40 C.F.R. § 745.113(a)(5), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

**Counts 445 through 485**

529. Paragraphs 1 through 48 are realleged and incorporated herein by reference.

530. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(7) requires the seller to include in an attachment to each contract to sell target housing the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

531. Count 445: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2660 N. Holmes Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

532. Count 446: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 129 Miley Avenue, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

533. Count 447: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 610 E. 32<sup>nd</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

534. Count 448: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in

an attachment to the sales contract for 541 E. 38<sup>th</sup> Street, Indianapolis, Indiana, closed in the December 22, 2004 settlement referenced in paragraph 36, above.

535. Count 449: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1315 W. 25<sup>th</sup> Street, Indianapolis, Indiana, closed in the November 15, 2004 settlement referenced in paragraph 36, above.

536. Count 450: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2923 N. Capitol Avenue, Indianapolis, Indiana, closed in the November 30, 2004 settlement referenced in paragraph 36, above.

537. Count 451: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 35 N. Holmes Avenue, Indianapolis, Indiana, closed in the February 25, 2004 settlement referenced in paragraph 36, above.

538. Count 452: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 530 E. Morris Street, Indianapolis, Indiana, closed in the April 19, 2004 settlement referenced in paragraph 36, above.

539. Count 453: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1818 W. Vermont Street, Indianapolis, Indiana, closed in

the March 15, 2004 settlement referenced in paragraph 36, above.

540. Count 454: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1525-1527 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

541. Count 455: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2823 W. Michigan Street, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

542. Count 456: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2934-2936 Brookside Avenue, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

543. Count 457: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2642 E. 18<sup>th</sup> Street, Indianapolis, Indiana, closed in the June 9, 2004 settlement referenced in paragraph 36, above.

544. Count 458: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 422 N. Berwick Avenue, Indianapolis, Indiana, closed in the May 20, 2004 settlement referenced in paragraph 36, above.



545. Count 459: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2902 Kenwood Avenue, Indianapolis, Indiana, closed in the June 28, 2004 settlement referenced in paragraph 36, above.

546. Count 460: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 32 S. Tremont, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

547. Count 461: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3321 W. Michigan Street, Indianapolis, Indiana, closed in the November 17, 2004 settlement referenced in paragraph 36, above.

548. Count 462: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 254 N. Addison Street, Indianapolis, Indiana, closed in the October 22, 2004 settlement referenced in paragraph 36, above.

549. Count 463: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2838 N. Kenwood Avenue, Indianapolis, Indiana, closed in the October 26, 2004 settlement referenced in paragraph 36, above.

550. Count 464: Respondent failed to include the signatures of the seller, agent, and the

purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1902 W. Michigan Street, Indianapolis, Indiana, closed in the January 8, 2004 settlement referenced in paragraph 36, above.

551. Count 465: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 405 N. Holmes Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

552. Count 466: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2337 Indianapolis Avenue, Indianapolis, Indiana, closed in the July 8, 2004 settlement referenced in paragraph 36, above.

553. Count 467: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2348 Sheldon Street, Indianapolis, Indiana, closed in the March 18, 2004 settlement referenced in paragraph 36, above.

554. Count 468: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1619 Dr. Andrew J. Brown, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

555. Count 469: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in

an attachment to the sales contract for 530 N. Centennial, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

556. Count 470: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2411 Coyner Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

557. Count 471: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2450 Hovey Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

558. Count 472: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 417-419 LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

559. Count 473: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3920 Guilford Avenue, Indianapolis, Indiana, closed in the September 21, 2004 settlement referenced in paragraph 36, above.

560. Count 474: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3302-3304 Capitol Avenue, Indianapolis, Indiana, closed

in the April 7, 2004 settlement referenced in paragraph 36, above.

561. Count 475: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2339 English Avenue, Indianapolis, Indiana, closed in the September 22, 2004 settlement referenced in paragraph 36, above.

562. Count 476: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 646 N. Jefferson, Indianapolis, Indiana, closed in the June 7, 2004 settlement referenced in paragraph 36, above.

563. Count 477: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 501 N. Tacoma Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

564. Count 478: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3119 W. 10<sup>th</sup> Street, Indianapolis, Indiana, closed in the March 26, 2004 settlement referenced in paragraph 36, above.

565. Count 479: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1115 N. Tibbs Avenue, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

566. Count 480: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1006 W. 27<sup>th</sup> Street, Indianapolis, Indiana, closed in the August 2, 2004 settlement referenced in paragraph 36, above.

567. Count 481: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 305 N. LaSalle Street, Indianapolis, Indiana, closed in the August 13, 2004 settlement referenced in paragraph 36, above.

568. Count 482: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 26 N. Holmes Avenue, Indianapolis, Indiana, closed in the May 6, 2004 settlement referenced in paragraph 36, above.

569. Count 483: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1445 Olive Street, Indianapolis, Indiana, closed in the January 23, 2004 settlement referenced in paragraph 36, above.

570. Count 484: Respondent failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 267 N. Richland Street, Indianapolis, Indiana, closed in the March 8, 2004 settlement referenced in paragraph 36, above.

571. Count 485: Respondent failed to include the signatures of the seller, agent, and the

purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 250-252 N. LaSalle Street, Indianapolis, Indiana, closed in the January 29, 2004 settlement referenced in paragraph 36, above.

572. Respondent's failure to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures, required by 40 C.F.R. § 745.113(a)(7) in an attachment to the contracts to sell target housing, as referenced in paragraphs 531 through 571, above, constitutes 41 violations of 42 U.S.C. § 4852d(b)(5) and of Section 409 of TSCA, 15 U.S.C. § 2689.

#### **Proposed Civil Penalty**

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 Administrator of EPA to assess a civil penalty under Section 16 of TSCA of up to \$10,000 for each violation of TSCA Section 409. Under the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 note, EPA increased the maximum penalty to \$11,000 for each violation occurring after July 28, 1997 (62 Fed. Reg. 35038) (1997). In determining the amount of any civil penalty, Section 16 of TSCA requires 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.

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.

As stated in paragraph 44, above, by letter dated August 14, 2008, the EPA advised Respondent, that 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. EPA asked Respondent to identify any factors Respondent thought 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, EPA asked Respondent to submit specific financial documents. Respondent did not respond to EPA's August 14, 2008, letter, 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 violation.

Based upon an evaluation of the facts alleged in this complaint, the statutory factors enumerated above, and the Response Policy, Complainant proposes that the Administrator assess the following civil penalties against Respondent for the violations alleged in this complaint:

Violations in Rental Transaction

	<u>Count 1</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 2</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 3</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 4</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 5</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 6</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 7</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 8</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 9</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 10</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 11</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580



	<u>Count 12</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 13</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 14</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 15</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 16</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 17</u>	
42 U.S.C. § 4852d(b)(5)5		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 18</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 19</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 20</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 21</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 22</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 23</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 24</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580
	<u>Count 25</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2.580

	<u>Count 26</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 27</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 28</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 29</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 30</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 31</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 32</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 33</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 34</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,320
	<u>Count 35</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,320
	<u>Count 36</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,320
	<u>Count 37</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,320
	<u>Count 38</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 39</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550

	<u>Count 40</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 41</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 42</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 43</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 44</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 45</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 46</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 47</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 48</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 49</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 50</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 51</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 52</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 53</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550

	<u>Count 54</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 55</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 56</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 57</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 58</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 59</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 60</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 61</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 62</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 63</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 64</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 65</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 66</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,550
	<u>Count 67</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660

	<u>Count 68</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 69</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 70</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 71</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 72</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 73</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 74</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 75</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 76</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 77</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 78</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 79</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 80</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 81</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770

	<u>Count 82</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 83</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 84</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 85</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 86</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 87</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 88</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 89</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 90</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 91</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 92</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 93</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 94</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 95</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770

	<u>Count 96</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 97</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 98</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 99</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$770
	<u>Count 100</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 101</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 102</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 103</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 104</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 105</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 106</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 107</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 108</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 109</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260

	<u>Count 110</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 111</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 112</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 113</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 114</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 115</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 116</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 117</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 118</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 119</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 120</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 121</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 122</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 123</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260



	<u>Count 124</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 125</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 126</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 127</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 128</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 129</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 130</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 131</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 132</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$260
	<u>Count 133</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4).....		\$440
	<u>Count 134</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 135</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 136</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 137</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440

	<u>Count 138</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 139</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 140</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 141</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 142</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 143</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 144</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 145</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 146</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 147</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 148</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 149</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 150</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 151</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520

	<u>Count 152</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 153</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 154</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 155</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 156</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 157</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 158</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 159</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 160</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 161</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 162</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 163</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 164</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520
	<u>Count 165</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$520

	<u>Count 166</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 167</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 168</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 169</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 170</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 171</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 172</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 173</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 174</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 175</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 176</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 177</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 178</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 179</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130

	<u>Count 180</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 181</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 182</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 183</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 184</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 185</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 186</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 187</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 188</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 189</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 190</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 191</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 192</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130
	<u>Count 193</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$130

Count 194

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

Count 195

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

Count 196

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

Count 197

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

Count 198

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

Violations in Sales Transactions

Count 199

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.107(a)(1) ..... \$2,580

Count 200

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.107(a)(1) ..... \$2,580

Count 201

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.107(a)(1) ..... \$2,580

Count 202

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.107(a)(1) ..... \$2,580

Count 203

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.107(a)(1) ..... \$2,580

Count 204

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.107(a)(1) ..... \$2,580

Count 205

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.107(a)(1) ..... \$2,200

Count 206

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.107(a)(1) ..... \$2,580

	<u>Count 207</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 208</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 209</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 210</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 211</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 212</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 213</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 214</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 215</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 216</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 217</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 218</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 219</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 220</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580

	<u>Count 221</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 222</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 223</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 224</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 225</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 226</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 227</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 228</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 229</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 230</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 231</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 232</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 233</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 234</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580



	<u>Count 235</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 236</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,580
	<u>Count 237</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 238</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 239</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.107(a)(1) .....		\$2,200
	<u>Count 240</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 241</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 242</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 243</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 244</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 245</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 246</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 247</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 248</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550

	<u>Count 249</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 250</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 251</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 252</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 253</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 254</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 255</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 256</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 257</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 258</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 259</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 260</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 261</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 262</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550

	<u>Count 263</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 264</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 265</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 266</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 267</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 268</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 269</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 270</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 271</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 272</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 273</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 274</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 275</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 276</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550

	<u>Count 277</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,550
	<u>Count 278</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 279</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 280</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 281</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 282</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 283</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 284</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 285</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 286</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 287</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 288</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 289</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 290</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770

	<u>Count 291</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 292</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 293</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 294</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 295</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 296</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 297</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 298</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 299</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 300</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 301</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 302</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 303</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 304</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770

	<u>Count 305</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 306</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 307</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 308</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 309</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 310</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 311</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 312</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 313</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 314</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 315</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 316</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 317</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770
	<u>Count 318</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$770

	<u>Count 319</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 320</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 321</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 322</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 323</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 324</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 325</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 326</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 327</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 328</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 329</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 330</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 331</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 332</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260

	<u>Count 333</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 334</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 335</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 336</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 337</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 338</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 339</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 340</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 341</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 342</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 343</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 344</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 345</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 346</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260



	<u>Count 347</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 348</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 349</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 350</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 351</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 352</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 353</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 354</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 355</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 356</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 357</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 358</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 359</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$260
	<u>Count 360</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220

	<u>Count 361</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 362</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 363</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 364</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 365</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 366</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 367</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 368</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 369</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 370</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 371</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 372</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 373</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 374</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520

	<u>Count 375</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 376</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 377</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 378</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 379</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 380</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 381</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 382</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 383</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 384</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 385</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 386</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 387</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 388</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520

	<u>Count 389</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 390</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 391</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 392</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 393</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 394</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 395</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 396</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 397</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 398</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 399</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 400</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$520
	<u>Count 401</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 402</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440

	<u>Count 403</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 404</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 405</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 406</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 407</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 408</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 409</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 410</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 411</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 412</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 413</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 414</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 415</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 416</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520

	<u>Count 417</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 418</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 419</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 420</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 421</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 422</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 423</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 424</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 425</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 426</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 427</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 428</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 429</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 430</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520

	<u>Count 431</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 432</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 433</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 434</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 435</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 436</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 437</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 438</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 439</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 440</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 441</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$520
	<u>Count 442</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 443</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 444</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440

	<u>Count 445</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 446</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 447</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 448</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 449</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 450</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 451</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 452</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 453</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 454</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 455</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 456</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 457</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 458</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130



	<u>Count 459</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 460</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 461</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 462</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 463</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 464</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 465</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 466</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 467</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 468</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 469</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 470</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 471</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 472</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130

	<u>Count 473</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 474</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 475</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 476</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 477</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 478</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 479</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 480</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 481</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 482</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$130
	<u>Count 483</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 484</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 485</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
<b>Proposed Gravity-Based Civil Penalty.....</b>		<b>\$442,260</b>

**Rules Governing This Proceeding**

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) at 40 C.F.R. Part 22 govern this civil administrative penalty proceeding. 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, Illinois 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 Mary McAuliffe to receive any answer and subsequent legal documents that Respondent serves in this proceeding. Respondent may telephone Ms. McAuliffe at (312) 886-6237.

Her address is:

Mary McAuliffe (C-14J)  
Associate Regional Counsel  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 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  
Region 5  
P.O. Box 979077  
St. Louis, Missouri 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 Ms. McAuliffe and to:

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

**Opportunity to Request a Hearing**

The Administrator must provide an opportunity to request a hearing to any person against whom the Administrator proposes to assess a penalty under Section 16(a) of TSCA, 15 U.S.C. § 2615(a). Respondent has the right to request a hearing on any material fact alleged in the complaint, or on the appropriateness of the proposed penalty, or both. To request a hearing, Respondent must specifically make the request in his answer, as described below.

### Answer

Respondent must file a written answer to this complaint if Respondent contests any material fact of the complaint; contends that the proposed penalty is inappropriate; or contends that he is entitled to judgment as a matter of law. To file an answer, Respondent must file his original written answer and one copy with the Regional Hearing Clerk at the address specified above, and must serve a copy of the written answer on the other party. If Respondent chooses to file a written answer to the complaint, in accordance with Section 22.14(c) of the Consolidated Rules, he must do so within 30 calendar days after receiving the complaint. 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.

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 constitutes 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 the 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 Ms. McAuliffe 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 EPA encourages all parties facing civil penalties to pursue settlement through an informal conference. EPA, however, will not reduce the penalty simply because the parties hold an informal settlement conference.


**Continuing Obligation to Comply**

Neither the assessment nor payment of a civil penalty will affect Respondent's continuing obligation to comply with TSCA and any other applicable federal, state, or local law.

**Consent Agreement and Final Order**

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.

Dated Jan. 13, 2009

By:   
Margaret M. Guerriero  
Director  
Land and Chemicals Division


**CERTIFICATE OF SERVICE**

This is to certify that the original and one copy of this Complaint involving Mehran Nicholas Valiyi, was filed on January 16, 2009, with the Regional Hearing Clerk (E-13J), U. S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No. 7001 0320 0006 0183 0333, along with a copy each of the "Consolidated Rules of Practice, 40 C.F.R. Part 22," and "Section 1018 Disclosure Rule Enforcement Response Policy" to:

Mehran Nicholas Valiyi  
121 South East Street  
Suite B  
Indianapolis, Indiana 46202

and forwarded intra-Agency copies to:

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

  
Frederick Brown, PTCS (LC-8J)  
U.S. EPA - Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Docket No. TSCA-05-2009-0003

**RECEIVED**  
JAN 16 2009  
REGIONAL HEARING CLERK  
U.S. ENVIRONMENTAL  
PROTECTION AGENCY