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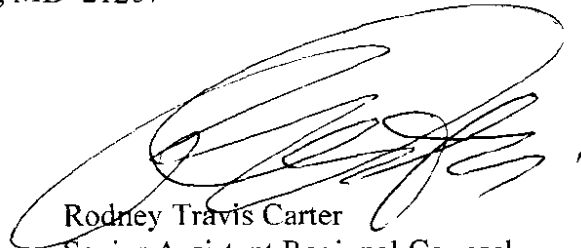
REGIONAL HEARING CLERK
EPA REGION III PHILA. PA

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the foregoing Complaint and Notice of Right to Hearing, Docket No. TSCA-03-2011-0217, has been filed with the EPA Region III Regional Hearing Clerk and that I caused copies to be sent, express mail, return receipt requested to:

James and Martha Ikegwu
6409 Maple Ave
Baltimore, MD 21207

9/28/11 Date



Rodney Travis Carter
Senior Assistant Regional Counsel
United States
Environmental Protection Agency
Region III



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY RECEIVED
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

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EPA REGION III PHILA. PA

***TRANSMITTED VIA EXPRESS MAIL
RETURN RECEIPT REQUESTED***

James and Martha Ikegwu
6409 Maple Ave
Baltimore, MD 21207

SEP 28 2011

**RE: Complaint and Notice of Right to Hearing
U.S. EPA Docket No. TSCA-03-2011-0217
In the Matter of: James Ikegwu and Martha Ikegwu**

Dear Mr. and Mrs. Ikegwu:

Enclosed is a Complaint and Notice of Right to Hearing regarding alleged violations concerning your former property (located at 1700 North Castle Street, Baltimore, Maryland), under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. §2615(a) ("TSCA"). The Complaint is based on alleged violations of TSCA and its implementing regulations. The Complaint and Notice of Right to Hearing should be read and analyzed carefully to determine the alternatives available to you in responding to the alleged violations and proposed penalty.


Unless you elect to resolve the proceeding as set forth in the Complaint, an Answer to this Complaint must be filed within thirty (30) days of its receipt. The Answer must specifically respond to each of the allegations in the Complaint. Failure to respond to this Complaint and Notice by specific Answer within 30 days of your receipt of this document will constitute an admission of the allegations made in the Complaint. Failure to answer may result in the filing of a Motion for a Default Order and the possible issuance of a Default Order imposing the penalty proposed in the Complaint and Notice without further proceedings.

You may choose to request a hearing to contest any matter set forth in the Complaint. Such request must be included in your Answer to this Complaint. Whether or not a hearing is requested, you may request an informal settlement conference to discuss resolution of this case. A request for a settlement conference may be included in your Answer. If you are not represented by legal counsel and have any questions or desire to arrange an informal conference to explore settlement, please contact Rodney T. Carter, Senior Assistant Regional Counsel, at (215) 814-2478 before the expiration of the thirty (30) day period following your receipt of this Complaint. If you are represented by counsel, your counsel may contact Mr. Carter before the expiration of the thirty (30) day period following your receipt of this Complaint to discuss questions or arrange settlement conferences.

EPA has determined that your company may be a "small business" under the Small Business Regulatory Enforcement Fairness Act ("SBREFA"). See the enclosure to this letter. The enclosure provides information on contacting the SBREFA Ombudsman to comment on

federal enforcement and compliance activities and also provides information on compliance assistance. As noted in the enclosure, any decision to participate in such program or to seek compliance assistance does not relieve you of your obligation to respond in a timely matter to an EPA request or other enforcement action, create any new rights or defenses under law, and will not affect EPA's decision to pursue the enforcement action. To preserve your legal rights you must comply with all rules governing the administrative enforcement process. The Ombudsman and fairness boards do not participate in the resolution of EPA's enforcement action.

Sincerely,


Abraham Ferdas, Director
Land and Chemicals Division

Enclosures

GENERAL ALLEGATIONS

1. EPA has jurisdiction of this matter under Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“RLBPHRA”), 42 U.S.C. § 4852d, Sections 16(a) and 409 of TSCA, 15 U.S.C., §§ 2615(a) and 2689 and 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule.”)
2. Respondents James Ikegwu and Martha Ikegwu are “persons” within the meaning of such term in TSCA §§ 15 and 16, 15 U.S.C. §§ 2614 and 2615.
3. Pursuant to RLBPHRA Section 1004(23), 42 U.S.C. § 4851b(23), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term “target housing” means “any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.”
4. Pursuant to RLBPHRA Section 1004(23), 42 U.S.C. § 4851b(23), TSCA Section 401(14), 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term “residential dwelling” means either a single family dwelling, including attached structures such as porches and stoops, or 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, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
5. Pursuant to RLBPHRA Section 1004(24), 42 U.S.C. § 4851b(24), and TSCA Section 401(15), 15 U.S.C. § 2681(15), the term “residential real property” means real property on which there is situated one or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence for one or more persons.
6. The residential real property that is the subject of this matter is located at 1700 North

Castle Street, Baltimore Maryland (the "Property") and presently consists of and, at all times relevant to the violations alleged herein, consisted of real property on which there is situated a building used as the home or residence for one or more persons.

7. The building located on the Property consists of one single-family residential dwelling unit.
8. The building located on the Property is housing constructed prior to 1978.
9. The building located on the Property, at the time of the violations alleged herein, was not housing used for the elderly or for persons with disabilities and was not a 0-bedroom dwelling as defined by 40 C.F.R. § 745.103.
10. The building located on the Property, at the time of the violations alleged herein, was both a "residential dwelling" and "target housing" within the meaning of RLBPHRA Sections 1004(23) and (27), 42 U.S.C. § 4851b(23) and (27), TSCA Section 401(14) and (17), 15 U.S.C. § 2681(14) and (17), and 40 C.F.R. § 745.103.
11. Pursuant to 40 C.F.R. § 745.103, the term "owner" means any entity that has legal title to Target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations, except where a mortgagee holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.
12. At the time of the violations alleged herein, Respondents had legal title to the Property and the building located thereon (hereinafter the "target housing") and were therefore the "owners" of such "target housing" as those terms are defined by 40 C.F.R. § 745.103.
13. Pursuant to 40 C.F.R. § 745.103, the term "lessor" means "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."

14. Pursuant to 40 C.F.R. § 745.103, the term “lessee” means “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.”
15. Pursuant to 40 C.F.R. § 745.103, the term “seller” means, *inter alia*, “any entity that transfers legal title to Target housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.”
16. Pursuant to 40 C.F.R. § 745.103, the term “purchaser” means “an entity that enters into an agreement to purchase an interest in Target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.”
17. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint” means “paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm^2] or 0.5 percent by weight.”
18. Pursuant to the Baltimore Health Department Lead Hazard Abatement Regulations, Section (1) (A)(12), the term “lead-based paint” means paint, varnish, shellac or similar coating containing more than .06% of lead in the final dried solid.
19. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint hazard” means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.

20. EPA has determined that the conditions described in 40 C.F.R. § 745.63 and .65 constitute a lead-paint hazard for all purposes under 40 C.F.R. Part 745.
 21. 40 C.F.R. § 745.63 and .65 provide that “lead-based paint hazard” means hazardous lead-based paint, dust-lead hazard or soil-lead hazard as follows: 1. Any lead-based paint on a friction surface that is subject to abrasion and where the lead dust levels on the nearest horizontal surface underneath the friction surface (e.g., the window sill, or floor) are equal to or greater than a mass-per-area concentration of lead equal to or exceeding 40 $\mu\text{g}/\text{ft}^2$ on floors or 250 $\mu\text{g}/\text{ft}^2$ on interior window sills. 2. Any damaged or otherwise deteriorated lead-based paint on an impact surface that is caused by impact from a related building component (such as a door knob that knocks into a wall or a door that knocks against its door frame). 3. Any chewable lead-based painted surface on which there is evidence of teeth marks. or 4. Any other deteriorated lead-based paint in any residential building or child-occupied facility or on the exterior of any residential building or child-occupied facility.
 22. Pursuant to the Baltimore Health Department Lead Hazard Abatement Regulations, Section (1) (A)(13), the term “lead hazard” means “any condition that causes exposure to lead from lead contaminated dust; bare lead contaminated soil; other environmental sources; or lead-based paint that is deteriorated or intact lead based paint present on accessible surfaces, or impact surfaces that would result in adverse human health effects.”
 23. A lead hazard as defined by the Baltimore Health Department Lead Hazard Abatement Regulations, Section (1) (A)(13) is a lead-based paint hazard as defined by 40 C.F.R. §745.103.
 24. During September of 1995, a representative of the Baltimore Health Department Childhood Lead Poisoning Prevention Program (“Baltimore-CHLPPP”) conducted a lead evaluation inspection at the target housing. As a result of the inspection the Baltimore-CHLPPP determined that the target housing contained lead-based paint and/or lead-based paint hazards.
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25. In May 2004, the Respondents purchased the target housing. Certain persons (the “Lessees”) who resided in the target housing prior to such purchase continued to reside in the target housing after such purchase.
 26. During August 2006, the Baltimore-CHLPPP became aware that two children of the Lessees residing at the target housing were diagnosed with elevated blood-lead levels (“EBL”).
 27. On August 14, 2006, the Baltimore-CHLPPP notified Respondents in writing that EBL children were residing at the target housing.
 28. On September 1, 2006, a representative of the Baltimore-CHLPPP inspected the target housing. The inspection revealed the presence of lead-based paint containing lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm^2] or 0.5 percent by weight in the target housing.
 29. On September 6, 2006 the Baltimore-CHLPPP issued a written Violation Notice and Order, with the September 1, 2006 inspection results attached, to Respondents ordering Respondents to abate all lead hazards in the target housing caused by the presence of lead-based paint by October 6, 2006 (“Abatement Order”).
 30. On or about September 11, 2006 Respondent James Ikegwu came to the Baltimore-CHLPPP offices and requested an extension of time within which to comply with the Abatement Order. The Baltimore-CHLPPP granted Respondent James Ikegwu’s request and extended the deadline to October 28, 2006.
 31. During October 2006, the Baltimore-CHLPPP issued to Respondents a notice of Baltimore-CHLPPP’s intent to reinspect (“Reinspection Notice”) in order to determine if the lead-based paint and/or lead-based paint hazards at the target housing had been
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abated.

32. Respondents sent a letter, dated November 20, 2006, to the Baltimore-CHLPPP requesting an additional extension of four months to facilitate their effort to comply with the Abatement Order.
 33. On or about November 26, 2006, during a telephone conversation with Respondent James Ikegwu, a Baltimore-CHLPPP representative verbally granted Respondents' request to extend the Abatement Order deadline to February 23, 2007.
 34. On or about February 22, 2007, Respondents entered into a written contract (the "Sales Agreement") with a purchaser (the "Purchaser") obligating the Purchaser to purchase the Property, including the target housing located thereon.
 35. In connection with the sale of the Property and target housing, Respondents provided a notification to the Purchaser purporting to disclose Respondents' knowledge, or lack of knowledge, of lead-based paint and/or lead-based paint hazards in the target housing. In the notification Respondents indicated they had no knowledge of lead-based paint or lead-based paint hazards in the target housing.
 36. Respondents entered into the Sales Agreement referred to above without abating the lead-based paint and/or lead hazards in the target housing, without notifying the Purchaser of the Abatement Order requiring Respondents to abate the lead-based paint and/or lead-based paint hazards in the target housing, without notifying the Purchaser of the lead-based paint and/or lead-based paint hazards in the target housing, and without providing the Purchaser with documents, records and reports described in paragraphs 27, 28, 29, 31, and 32 above.
 37. On November 8, 2008, EPA Region III issued a subpoena under the authority of Section 11(c) of TSCA, 15 U.S.C. § 2610(c), Subpoena Duces Tecum # 450 (the "Original Subpoena") to Respondents regarding possible violations of the Disclosure Rule at various properties owned by Respondents, including the target housing.
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38. EPA received Respondents' response to the Original Subpoena on January 5, 2009 signed by James Ikegwu. In the response letter, James Ikegwu, on behalf of Respondents, stated that regarding the target housing "... everything about the house was disclosed to the buyer."
39. On December 22, 2008 EPA, Region III issued a second subpoena under the authority of Section 11(c) of TSCA, 15 U.S.C. § 2610(c), Subpoena Duces Tecum # 452 (the "Second Subpoena") to Respondents requesting information not provided in Respondents' answers to the Original Subpoena, concerning possible violations of the Disclosure Rule at various properties owned by Respondents, including the target housing.
40. Respondents did not respond to the Second Subpoena.
41. During and prior to the execution of the Sales Agreement, the target housing contained, and was known by Respondents to contain, "lead-based paint" and "lead-based paint hazards" as those terms are defined at 40 C.F.R. § 745.103.
42. 40 C.F.R. § 745.118(e) provides, in pertinent part, that failure or refusal to comply with 40 C.F.R. §§ 745.107, .110, .113 and/or .115 constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNT I

(Failure to Disclose Lead-Based Paint and/or Lead-Based Paint Hazards to Purchaser)

43. The foregoing allegations of this Complaint are incorporated herein by reference as though fully set forth at length.
 44. 40 C.F.R. § 745.107 sets forth the disclosure requirements for sellers and lessors of target
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housing and provides, in pertinent part, that:

- (a) The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to 40 C.F.R. § 745.101.

* * *

- (2) The seller or lessor shall disclose to the purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

45. The sale of the target housing described herein was not an exempt transaction pursuant to 40 C.F.R. §745.101.
46. Respondents did not disclose to the Purchaser the presence of known lead-based paint and/or lead-based paint hazards in the target housing prior to the Purchaser becoming obligated under the Sales Agreement to purchase such target housing, nor did Respondents disclose additional information concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces, required by 40 C.F.R. § 745.107(a)(2).
47. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to disclose information as described in this Count constitutes a violation of 40 C.F.R. §745.107(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. §4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.
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COUNT II

(Failure to Provide Lead-Based Paint and/or Lead-Based Paint Hazard Records to Purchaser)

48. The foregoing allegations of this Complaint are incorporated herein by reference as though fully set forth at length.
49. 40 C.F.R. § 745.107(a)(4) provides, in pertinent part, that before the purchaser is obligated under any contract to purchase target housing, the seller shall provide the purchaser with any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold. This requirement includes records or reports regarding common areas.
50. The Respondents did not provide the Purchaser with records or reports they received from the Baltimore CHLPPP pertaining to lead-based paint and/or lead-based paint hazards in the target housing prior to the Purchaser becoming obligated under the Sales Agreement to purchase such target housing, as required by 40 C.F.R. §745.107(a)(4).
51. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to provide the Purchaser with records or reports as described in this Count constitutes a violation of 40 C.F.R. §745.107(a)(4), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

CIVIL PENALTY

52. Section 1018 of RLBPHRA authorizes the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615(a), in the maximum amount of \$10,000 for each violation of Section 409 of TSCA, 15 U.S.C. § 2689. This amount has been adjusted under the Civil Monetary Penalty Inflation Rule, 40 C.F.R. Part 19, which increases the maximum civil penalty under the RLBPHRA to \$11,000 for violations occurring after March 15, 2004 through January 12, 2009. For purposes of determining the amount of any civil penalty to be assessed, TSCA § 16 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, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. EPA also takes into account the Enforcement Response and Penalty Policy for actions taken under the Residential Lead-Based Paint Hazard Reduction Act of 1992 dated December 20, 2007 (“ERPP”).

53. To develop the proposed penalty in this Complaint, Complainant has taken into account the particular facts and circumstances of this case with specific reference to EPA’s Final ERP and the Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule (Pursuant to the Debt Collection Improvement Act of 1996, effective October 1, 2004), copies of which are enclosed. These policies provide a rational, consistent and equitable calculation methodology for applying the statutory factors enumerated above to particular cases.
54. Based on the facts alleged in this Complaint as known to Complainant at this time, the statutory factors enumerated above and the ERP, Complainant proposes that Respondents be assessed the following civil penalty for the violations alleged herein.

Count I-	40 C.F.R. § 745.107(a)(2) - Respondents’ failure to disclose to the purchaser the presence of known lead-based paint and/or lead-based paint hazards.			
	107(a)(2)	Level I	Minor	\$2,580.00
Count II-	40 C.F.R. § 745.107(a)(4) - Respondents’ failure to provide records to the purchaser regarding the presence of known lead-based paint and/or lead-based paint hazards.			
	107(a)(4)	Level 1	Minor	\$2,580.00
Initial Penalty Amount				<u>\$5,160.00</u>
<u>Culpability Enhancement</u> (Initial penalty increased by 25%) =				\$ 1,290.00
Total Proposed Penalty				<u>\$ 6,450.00</u>

55. The following factors were analyzed regarding Respondents degree of culpability: Respondents' degree of control over the violations; Respondents' knowledge of the presence of lead-based paint and/or lead-based paint hazards in the target housing being sold and Respondents' level of sophistication and knowledge of the legal requirements in issue.
56. EPA will also consider, among other factors, Respondents' ability to pay to adjust the proposed civil penalty assessed in this Complaint. With respect to Respondents' ability to pay the proposed penalty, it is Respondents' responsibility to produce financial information to support and establish any claim by Respondents of an inability to pay the proposed penalty. To the extent that facts or circumstances, including but not limited to, additional information available concerning Respondents' ability to pay the proposed penalty or continue in business after payment of the proposed penalty, which were unknown to Complainant at the time of the issuance of the Complaint but become known to Complainant after issuance of the Complaint, such facts and circumstances may also be considered as basis for adjusting the civil penalty proposed in this Complaint. The penalty proposed herein is not a "demand" as that term is defined in the Equal Access to Justice Act, 28 U.S.C. § 2412.

Notice and Opportunity to Request a Hearing

57. Respondents have the right to request a hearing to contest any material fact or conclusion of law set forth in this Complaint and/or the appropriateness of the proposed penalty. To request a hearing, Respondents must file a written Answer to the Complaint, within thirty (30) days of receipt of this Complaint, with the:

Regional Hearing Clerk (3RC00)
EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

58. The Answer should clearly and directly admit, deny, or explain each of the factual allegations contained in this Complaint of which the Respondents have any knowledge. The Answer should contain: (1) the circumstances and/or arguments which are alleged to

constitute the grounds of any defense, (2) the facts which Respondents dispute, (3) the basis for opposing any proposed relief, and (4) a statement of whether a hearing is requested. The failure of Respondents to admit, deny or explain any material factual allegation contained in the Complaint shall constitute an admission of such allegation.

59. Failure to file a written Answer within thirty (30) days after service of this Complaint upon Respondents may result in the issuance of a Default Order imposing the penalties herein without further proceedings. A default by Respondents constitutes, for the purpose of this proceeding, an admission of all facts alleged in the Complaint and a waiver of Respondents' right to contest such factual allegations.
60. Any hearing requested by the Respondents will be held at a location to be determined at a later date pursuant to the Consolidated Rules. The hearing will be conducted in accordance with the provisions of the Consolidated Rules. A copy of the Consolidated Rules is enclosed with this Complaint.
61. A copy of Respondents' Answer and all other documents that Respondents file in this action should be sent to the attorney assigned to this case:

Rodney Travis Carter
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
1650 Arch Street (3RC50)
Philadelphia, PA 19103

Quick Resolution

62. In accordance with the Consolidated Rules at § 22.18(a), Respondents may resolve this proceeding at any time by paying the specific penalty proposed in this Complaint in full as specified below and filing with the Regional Hearing Clerk a copy of the check or other instrument of payment. If Respondents pay the full penalty proposed herein within 30 days after receiving this Complaint, then no Answer need be filed. Respondents shall pay the civil penalty amount assessed above, plus any interest, administrative fees, and late payment penalties owed, by cashier's check, certified check, or electronic wire

transfer, in the following manner:

A. All payments by Respondents shall reference Respondents' name and address, and the Docket Number of this action, *i.e.*, RCRA-03-2011-0217;

B. All checks shall be made payable to **"United States Treasury"**;

C. All payments made by check and sent by regular mail shall be addressed to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Contact: Eric Volck 513-487-2105

D. All payments made by check and sent by overnight delivery service shall be addressed for delivery to:

U.S. EPA Fines & Penalties
U.S. Bank
Government Lockbox 979077
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Contact: 314-418-1028

E. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA = 021030004
Account No. = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"

F. All electronic payments made through the Automated Clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:

5700 Rivertech Court
Riverdale, MD 20737
Contact: John Schmid 202-874-7026 OR REX, 1-866-234-5681

G. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

H. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo I.1 in the search field. Open and complete the form.

I. A copy of Respondents' check or a copy of Respondents' electronic fund transfer shall be sent simultaneously to:

Rodney Travis Carter
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029

and

Ms. Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

63. If Respondents need additional time to pay the penalty, they may file a written statement with the Regional Hearing Clerk within 30 days after receiving this Complaint stating that Respondents agree to pay the proposed penalty in accordance

with Section 22.18(a)(1) of the Consolidated Rules. The written statement need not contain any response to, or admission of, the allegations in this Complaint. Such statement shall be filed with the Regional Hearing Clerk (3RC00), U.S. EPA, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029. Within 60 days after receiving this Complaint, Respondents shall pay the full amount of the proposed penalty. Failure to make such payment within 60 days of receipt of this Complaint may subject Respondents to a Default Order pursuant to Section 22.17 of the Consolidated Rules.

64. Upon receipt of payment in full in accordance with Section 22.18(a)(3) of the Consolidated Rules, the Regional Administrator, or his designee, shall issue a Final Order. Payment by Respondents shall constitute a waiver of Respondents' right to contest the allegations in the Complaint and to appeal the Final Order.

Settlement Conference

65. Complainant encourages settlement of the proceedings at any time after issuance of the Complaint if such settlement is consistent with the provisions and objectives of TSCA. Whether or not a hearing is requested, Respondents may request a settlement conference with the Complainant to discuss the allegations of the Complaint and the amount of the proposed civil penalty. **A request for a settlement conference does not relieve Respondents of their responsibility to file a timely Answer.**
66. If you wish to arrange a settlement conference, please contact Mr. Carter, Senior Assistant Regional Counsel, at (215) 814-2478. Once again, however, such a request for a settlement conference does not relieve Respondents of their responsibility to file an Answer within thirty (30) days following Respondents' receipt of this Complaint.

Consent Agreement and Final Order

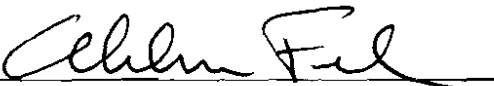
67. In the event settlement is reached, its terms shall be expressed in a written Consent Agreement prepared by Complainant, signed by the parties, and incorporated into a

Final Order signed by the Regional Administrator or his designee. The execution of such a Consent Agreement shall constitute a waiver of Respondents' right to contest the allegations and to appeal the Final Order accompanying the Consent Agreement

Separation of Functions/Ex Parte Communications

68. The following Agency officers, and the staffs thereof, are designated as the trial staff to represent the Agency as a party in this case: the Region III Office of Regional Counsel, the Region III Land and Chemicals Division, the Office of the EPA Assistant Administrator for Chemical Safety and Pollution Prevention, and the EPA Assistant Administrator for Enforcement and Compliance Assurance. Commencing from the date of the issuance of this Complaint until issuance of a final Agency decision in this case, neither the Administrator, members of the Environmental Appeals Board, Presiding Officer, Regional Administrator, nor the Regional Judicial Officer, may have an *ex parte* communication with the trial staff on the merits of any issue involved in this proceeding. Please be advised that the Consolidated Rules prohibit any unilateral discussion or *ex parte* communications by either party hereto regarding this merits of the case with the Administrator, members of the Environmental Appeals Board, Presiding Officer, Regional Administrator, or Regional Judicial Officer after issuance of the Complaint.

9/28/11
Date


Abraham Ferdas, Director
Land and Chemicals Division