IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, vs. DAYTON INDUSTRIAL DRUM, INC., and SUNOCO, INC., Defendants.	)	CIVIL ACTION NO: 3:16-cv-232-WHR

AMENDED COMPLAINT

The United States of America ("United States"), by authority of the Attorney General of the United States, acting at the request and on behalf of the United States Environmental Protection Agency ("EPA"), through the undersigned attorneys, files this Complaint and alleges as follows:

STATEMENT OF THE CASE

1. This is a civil action brought by the United States against the above-named defendants (collectively, the "Defendants") pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607(a). The United States seeks to recover certain unreimbursed costs incurred for response activities undertaken in response to the release or threatened release of hazardous substances from facilities at and near the Lammers Barrel Superfund Site, located at the northeast corner of the intersection of Grange Hall and East Patterson roads, Beavercreek,

Greene County, Ohio (hereinafter the "Site"). The United States also seeks a declaratory judgment, pursuant to CERCLA Section 113(g)(2), 42 U.S.C. § 9613(g)(2), declaring that each of the Defendants is jointly and severally liable for any further response costs that the United States may incur in connection with response actions that may be performed at the Site not otherwise reimbursed.

2. Defendant Dayton Industrial Drum, Inc., formerly known as Lammers Barrel Corp., owned and operated a barrel-reconditioning business at the Site during which time it disposed of hazardous substances at the Site. Defendant Sunoco, Inc., is a legal successor to one or more entities known as the Moran Paint Company that (i) owned and operated a paint manufacturing business at the Site during which time it disposed of hazardous substances at the Site and (ii) arranged for the disposal and/or treatment of hazardous substances at the Site. While numerous potentially responsible parties have shouldered much of Site cleanup costs to date, Defendants have not. The United States has incurred more than $1.7 million in net, unreimbursed past response costs at the Site. Pursuant to CERCLA, each of the above-named Defendants is jointly and severally liable for these unreimbursed past response costs. In addition, the United States is statutorily entitled to an entry of a declaratory judgment against each of the above-named Defendants for any further response costs that the United States will incur at the Site as cleanup continues.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action, and the parties hereto, pursuant to Sections 113(b) and 113(e) of CERCLA, 42 U.S.C. §§ 9613(b) and 9613(e), and 28 U.S.C. §§ 1331 and 1345.

4. Venue is proper in this District pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1391(b) and (c), because the release or threatened release of hazardous substances that gives rise to these claims occurred in this District and because the Site is located in this District.

DEFENDANTS

5. Defendant Dayton Industrial Drum, Inc., ("Dayton Industrial Drum") is an Ohio corporation formerly known as Lammers Barrel Corp. with its principal place of business at 1880 Radio Road, Dayton, Ohio. Because the name change had no impact on the corporation's status or existence, the name "Dayton Industrial Drum" is used at times herein to reference the company both while it was named Dayton Industrial Drum, Inc., and while its was named Lammers Barrel Corp. ("Lammers Barrel").

6. Defendant Sunoco, Inc., ("Sunoco") is a Pennsylvania corporation. Pertinent to this action, Sunoco, Inc., is a legal successor to one or more entities known as Moran Paint Company. Sunoco, Inc., and its corporate predecessors are at times referenced herein collectively as "Sunoco" except as required to describe the identity and activities of a particular corporate predecessor.

BACKGROUND ON THE SITE AND THE STATUTE

7. The Site property occupies approximately 2.5 acres in a mixed-use commercial, industrial, and residential area located at the northeast corner of the intersection of Grange Hall and East Patterson roads in Beavercreek, Greene County, Ohio. It is bounded to the north by an abandoned railroad right-of-way, to the east by a parking lot and public picnic area, to the south by East Patterson Road, and to the west by Grange Hall Road. Little Beaver Creek flows from west to east across the approximate center of the property. The nearest residences to the Site are located approximately 400 feet to the east and southeast of the Site.

8. At times relevant to this action, there have been "releases" or "threatened releases" of "hazardous substances" at the Site—within the meaning of CERCLA Sections 101(22), 101(14), and 107(a), 42 U.S.C. §§ 9601(22), 9601(14), and 9607(a)—from facilities owned and/or operated by: (i) Dayton Industrial Drum; (ii) at least one predecessor of Sunoco; and (iii) a business known as Kohnen-Lammers, Inc., ("Kohnen-Lammers") that accepted spent solvent from one or more predecessors of Sunoco under an arrangement for disposal and/or treatment. These releases or threatened releases were into the environment of the Site. More specifically, there have been releases or threatened releases of volatile organic compounds ("VOCs"), including benzene, ethyl benzene, toluene, and xylene ("BTEX"), methylene chloride, and chlorinated volatile organic constituents ("CVOCs"), including perchloroethene ("PCE") and trichloroethene ("TCE"), among others, in connection with Defendants' activities at the Site. These substances are "hazardous substances," or classes of compounds that include "hazardous substances," within the meaning of CERCLA Sections 101(14) and 107(a), 42 U.S.C. §§ 9601(14) and 9607(a).

Response Activities by Plaintiff

9. Under CERCLA, EPA may take "response" actions in response to the release or threatened release of hazardous substances at and from facilities, including contaminated sites. Such response actions may include "removal" actions, including site investigations, studies to plan and direct cleanup efforts, and various activities to prevent, minimize, or mitigate damage to public health, welfare, or the environment, as well as longer-term "remedial" actions consistent with permanent remedies that prevent or minimize releases of hazardous substances to protect present and future public health, welfare, and the environment.

10. As a result of the releases of hazardous substances into soil and groundwater at the Site, EPA has taken various response activities in accordance with CERCLA. Those actions include, but are not limited to, the response activities described below.

11. In 1985, after finding elevated levels of vinyl chloride, a known cancer-causing chemical, as well as chloroethane, 1,2-dichloroethene, PCE, and TCE, in residential groundwater wells along East Patterson Road, EPA connected nine residences to the public water supply. Vinyl chloride and 1,2-dichloroethene are degradation products of PCE and TCE. On-Site soil, sediment, and groundwater sampling conducted from 1986 to 2000 detected VOCs, including PCE and TCE and their degradation products, as well as toluene, ethylbenzene, xylene, and metals, among other compounds. An additional four homes were connected to the public water supply in 2000 due to well contamination.

12. In 2002, EPA signed an Administrative Order on Consent ("AOC"), under which 21 potentially responsible parties ("PRPs") conducted a Remedial Investigation ("RI") and Feasibility Study ("FS") to examine the various possible means of remedying the contamination at the Site. In 2008, the AOC was amended to include an additional 20 PRPs.

13. In 2003, the Site was placed on the National Priorities List ("NPL"), set forth in 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 29, 2003, 68 Fed. Reg. 55,875.

14. The Site includes two Operable Units ("OU"). Operable Unit 1 ("OU-1") encompasses the Site property, including all soil and groundwater contamination within the property boundary. Operable Unit 2 ("OU-2") is the off-property plume of groundwater contamination that has migrated away from the property to the east. In September 2011, EPA issued a Record of Decision ("ROD") selecting cleanup remedies for OU-1 of the Site. The RI/FS continues to examine the off-property groundwater contamination for OU-2, for which a remedy has not yet been selected. The remedial action that EPA selected for OU-1 of the Site is being performed under a 2014 Remedial Design/Remedial Action Consent Decree that was entered by this court in *United States v. 3M Co., et al.*, No. 3:14-cv-00032-WHR.

Response Costs

15. CERCLA Section 107, 42 U.S.C. § 9607, authorizes the United States to recover costs that it incurs in response to the release or threatened release of hazardous substances, to the extent such costs are not inconsistent with the National Contingency Plan ("NCP"), which was promulgated under CERCLA Section 105(a), 42 U.S.C. § 9605(a), and codified at 40 C.F.R. Part 300.

16. CERCLA Section 107, 42 U.S.C. § 9607, imposes liability for such costs on certain classes of PRPs, including parties that owned or operated a facility at the time of disposal of a hazardous substance and parties that arranged for disposal or treatment of a hazardous substance at a facility owned by another party or entity.

17. EPA incurred costs in connection with response actions at the Site, including the actions described above.

18. To date, the United States has incurred more than $1.7 million in net unreimbursed response costs associated with the Site. The costs include, but are not limited to: (i) costs associated with the remedial investigation and feasibility study for the Site; (ii) costs of other actions to monitor, access, and evaluate the release or threatened release of hazardous substances at the Site; (iii) costs of overseeing response activities at the Site; and (iv) costs of enforcement activities relating to the Site.

19. The above-referenced response costs incurred by the United States qualify as costs of "response" and "costs of removal or remedial action incurred by the United States Government" under CERCLA Sections 101(25) and 107(a)(4)(A), 42 U.S.C. §§ 9601(25) and 9607(a)(4)(A).

20. The above-described response costs were incurred by the United States in a manner not inconsistent with the NCP.

21. The United States will continue to incur response costs associated with the Site.

22. Certain past response costs incurred by the United States have been paid under partial settlements or other arrangements with the PRPs at the Site. The amount of unreimbursed costs referenced above incorporates full credit for all cost reimbursements already paid by PRPs, including the cost reimbursement payments to the United States under the Consent Decree in *United States v. 3M Co., et al.* As required by Subparagraph 50.b and Appendix G of that Consent Decree, $857,303.21 in proceeds paid under that settlement have not been applied to reduce EPA's unreimbursed past costs because EPA was required to deposit that amount in a Superfund Special Account for use in defraying expected future costs of remedial design and

remedial action activities for the off-property plume of groundwater contamination designated as OU-2 of the Site.

23. The amounts recoverable in an action under CERCLA Section 107(a)(4)(A), 42 U.S.C. § 9607(a)(4)(A), include statutory prejudgment interest on the response costs. Such interest accrues from the later of: (i) the date that payment of a specified amount is demanded in writing; or (ii) the date of the expenditure concerned.

24. The United States made a written demand for payment of a specified amount of unreimbursed response costs in a May 4, 2012, correspondence addressed to representatives of Dayton Industrial Drum, Inc., and Sunoco, Inc.

GENERAL ALLEGATIONS AND ALLEGATIONS RELATING TO DEFENDANTS

25. Each of the following is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21): (i) Dayton Industrial Drum; (ii) Sunoco; and (iii) each corporate predecessor of Sunoco referenced in paragraphs 30 to 65, below.

26. Each building, structure, installation, piece of equipment, and pipe referenced in paragraphs 30 to 65, below, is a "facility" within the meaning of CERCLA Sections 101(9) and 107(a), 42 U.S.C. §§ 9601(9) and 9607(a), including: (i) the facilities used by Moran Paint Company; (ii) the facilities used by Lammers Barrel; and (iii) the facilities used by Kohnen-Lammers.

27. Each barrel, container, and pit container referenced in paragraphs 30 to 65, below, is a "facility" within the meaning of CERCLA Sections 101(9) and 107(a), 42 U.S.C. §§ 9601(9) and 9607(a).

28. The Site property is a "facility" within the meaning of Sections 101(9) and 107(a) of CERCLA, 42 U.S.C. §§ 9601(9) and 9607(a), because it is a site or area where a hazardous substance has been deposited, stored, disposed of, placed, or otherwise come to be located.

29. There have been "releases" or "threatened releases" of "hazardous substances" at and from these "facilities."

Dayton Industrial Drum, Inc.

30. Defendant Dayton Industrial Drum, formerly known as Lammers Barrel, operated a barrel-reconditioning facility at the Site from approximately 1955 to 1964.

31. In 1955, Lammers Barrel Corp. was incorporated in the State of Ohio and began operating a barrel-reconditioning business at the Site.

32. Until approximately 1964, Lammers Barrel acquired barrels from various businesses to clean and recondition these barrels at the Site.

33. Lammers Barrel took ownership of many of these barrels when it accepted them.

34. The barrels often contained various residual waste oils, solvents, and other chemicals, including hazardous substances.

35. The barrels, some of which were rusty and occasionally seeped, were stored on Site before being cleaned and reconditioned.

36. As part of the reconditioning process, any residual waste oils, solvents, and other chemicals remaining inside the barrels would be dumped into an initial drain pit that flowed into an underground septic tank at the Site.

37. In addition, a rinse made of caustic soda and water was used to further remove any residual waste oils, solvents, and other chemicals remaining inside the barrels, after which

this waste-containing rinse water drained into a different septic tank that drained into a broken-concrete leach field at the Site.

38. Lammers Barrel conducted many of its barrel storage, reconditioning, and waste disposal operations using buildings, structures, and equipment located at the Site.

39. Through the barrel storage and reconditioning process, hazardous substances were discharged, deposited, dumped, leaked, or spilled at the Site, seeped into Site soils, and leached into the groundwater underneath the Site.

40. In approximately 1964, Lammers Barrel relocated to 1880 Radio Road, Dayton, Ohio.

41. In 1972, Lammers Barrel Corp. amended its Articles of Incorporation to change its name to Dayton Industrial Drum, Inc.

42. Dayton Industrial Drum is a person that owned and operated facilities at the time of disposal of hazardous substances at and from those facilities, and at and from the Site property.

43. There were releases of hazardous substances or threatened releases of hazardous substances at and from those facilities owned and operated by Dayton Industrial Drum, and at and from the Site property, which caused the incurrence of response costs within the meaning of CERCLA Section 107(a), 42 U.S.C. § 9607(a).

44. Dayton Industrial Drum is therefore a past "owner" and "operator"—within the meaning of CERCLA Sections 101(20) and 107(a)(2), 42 U.S.C. §§ 9601(20) and 9607(a)(2)—of facilities located at the Site property at the time of disposal.

45. In light of the foregoing, Dayton Industrial Drum is liable to Plaintiff in this action under CERCLA Section 107(a)(2), 42 U.S.C.§ 9607(a)(2).

Sunoco, Inc.

46. Defendant Sunoco, Inc., is a legal successor to one or more corporate entities known as Moran Paint Company that: (i) owned and/or operated facilities at the time of disposal of hazardous substances and from which there has been a release of hazardous substances at and from the Site; and (ii) by contract, agreement, or otherwise arranged for disposal and/or treatment of hazardous substances at a facility owned or operated by another party or entity and from which there has been a release of hazardous substances at and from the Site.

Old Moran and New Moran

47. From approximately 1944 to 1951, an Ohio corporation known as Moran Paint Company operated a paint production facility at the Site where it made paint remover, paint thinner, and paint constituents; manufactured, blended, and recycled solvents; and kept chemical storage tanks on-site (hereinafter, "Old Moran").

48. Old Moran also owned the Site property from at least 1948 to 1951.

49. Old Moran conducted its operations at the Site using buildings, structures, pipes, storage containers, and other facilities that it owned and operated.

50. Old Moran's paint and paint-related manufacturing at the Site included the use of VOCs, including methylene chloride, PCE, and TCE, and BTEX compounds, among others.

51. These hazardous substances used by Old Moran were discharged, deposited, dumped, leaked, or spilled at and from its facilities at the Site, seeped into Site soils, and leached into the groundwater underneath the Site.

52. In 1951, Old Moran moved from the Site and eventually relocated its manufacturing operations to Xenia, Ohio, in approximately 1957.

53. In 1963, the assets and business of Old Moran were acquired by Carboline Company, an Ohio corporation, and Carboline Company of Ohio became the legal successor to Old Moran.

54. Carboline Company of Ohio was a subsidiary of a larger Missouri-incorporated company called Carboline Company ("Carboline (Missouri)").

55. Shortly after acquiring Old Moran, Carboline Company of Ohio changed its name to Moran Paint Company (hereinafter "New Moran").

56. Old Moran dissolved within a month and a half after the Old Moran-New Moran transaction.

57. In 1980, New Moran merged into Carboline (Missouri).

58. Carboline (Missouri) then merged into Sunoco, Inc., formerly known as Sun Company, Inc.

59. As a result of the corporate transactions referenced in paragraphs 53–58, and by operation of law, Sunoco is the legal successor to all relevant liabilities of Old Moran.

60. As a result of the corporate transactions referenced in paragraphs 53–58, and by operation of law, Sunoco is the legal successor to all relevant liabilities of New Moran.

61. Both Old Moran and New Moran had contracts, agreements, and/or other arrangements with Kohnen-Lammers for disposal and/or treatment of their hazardous substances at the Site that were generated by Old Moran's and New Moran's manufacturing operations in Xenia, Ohio. More specifically, the United States alleges based on information and belief that:

a. Kohnen-Lammers operated a spent solvent treatment and reclamation business at the Site from approximately 1952 until 1969, when most of the accumulated solvent and equipment at the Site was destroyed by a massive fire.

b. When entities used solvents for cleaning purposes such as degreasing or industrial equipment cleaning, including flushing equipment lines, so that the solvents were no longer fit or useful for that purpose, these entities arranged for the spent solvents to be sent to Kohnen-Lammers. These spent solvents contained dissolved, unwanted waste material, such as dissolved paint residue, grease, or oil.

c. Kohnen-Lammers and the entities that sent it spent solvent often used the terms “spent solvent,” “waste solvent,” “dirty solvent,” and “contaminated solvent” to refer to such spent solvent.

d. At the request of its customers, Kohnen-Lammers picked up spent solvent from its customers’ facilities at no charge.

e. Kohnen-Lammers typically used its own trucks for this service, such as a flatbed truck for spent solvents contained in barrels or a large tanker truck for spent solvents that were collected and transported to the Site in bulk.

f. At the Site property, Kohnen-Lammers used distillation processes and equipment and other processes to treat and purify the spent solvent that it received from its customers in order to: (i) separate out and dispose of the dissolved waste in the spent solvent; and (ii) make the remaining portion of the spent solvent amenable for recovery and sale.

g. Kohnen-Lammers shoveled or pumped the waste that was removed from spent solvent into disposal bins, barrels, containers, and concrete pits at the Site.

h. While the waste was being transferred and stored in that manner, the waste dripped, spilled, and leaked onto soils at the Site.

i. Once spent solvent was cleaned and purified, Kohnen-Lammers sold the treated and reclaimed solvent, often to the same customers who supplied spent solvent to Kohnen-Lammers.

j. Kohnen-Lammers and its customers typically referred to that treated and reclaimed solvent interchangeably as "cleaned solvent," "recovered solvent," and "reconditioned solvent."

k. Kohnen-Lammers earned its revenue by selling this reclaimed solvent.

l. In selling its reclaimed solvent to buyers, Kohnen-Lammers set its prices after taking into account its costs of transporting spent solvent to its facility at the Site, its costs of treating and recovering the reclaimed solvent, and any costs of disposing of wastes that were removed in the process.

m. In transactions with its customers that were both suppliers of spent solvent and purchasers of reclaimed solvent, Kohnen-Lammers quoted those customers a reclaimed solvent unit price (cents per gallon) and then tracked the "yield" of the reduction in the volume due to the removal of waste from the larger volume of spent solvent that the customer supplied. For example, if Kohnen-Lammers picked up 200 gallons of spent solvent from a particular customer and it yielded 100 gallons of reclaimed solvent, Kohnen-Lammers would charge the customer a specific per gallon price for 100 gallons of reclaimed solvent that would be returned to that customer.

n. In connections with its paint production operations, the Moran Paint facility in Xenia, Ohio, regularly generated waste-containing spent solvents containing hazardous substances.

o. Kohnen-Lammers received these waste-containing spent solvents from the Moran Paint's Xenia facility on roughly a monthly basis for at least five years from about 1960 or 1961 until about 1965 or 1966. This occurred when the Moran Paint Xenia facility was owned and operated by Old Moran (from about 1960 or 1961 until 1963) and also when the Moran Paint Xenia facility was owned and operated by New Moran (from 1963 until about 1965 or 1966).

p. Under its arrangements with Old Moran and New Moran, Kohnen-Lammers regularly picked up 5,000 to 6,000 gallons of spent solvent from the Moran Paint Xenia facility using Kohnen-Lammers' tanker truck and transported those waste-containing spent solvents to the Site property for treatment and disposal, in the manner described in the preceding subparagraphs.

q. Neither Old Moran nor New Moran had a use for the spent solvent it sent to Kohnen-Lammers. Rather, the waste material in the spent solvent it sent to Kohnen-Lammers had to be removed in order to make the spent solvent amenable for recovery and sale. Kohnen-Lammers did not pay or credit Old Moran or New Moran for the spent solvent it sent to Kohnen-Lammers.

r. Once Kohnen-Lammers treated the spent solvent supplied by Old Moran and New Moran to remove the dissolved waste, Kohnen-Lammers returned the cleaned, reclaimed solvent to Old Moran and New Moran, in the manner described in the preceding subparagraphs.

s. Old Moran and New Moran paid Kohnen-Lammers based on the volume of reclaimed solvent that was returned for reuse. Neither Old Moran nor New Moran

requested that Kohnen-Lammers return the waste material removed from the spent solvent.

Sunoco's Liability as a Successor to Old Moran and New Moran

62. Sunoco is liable under CERCLA as a legal successor to Old Moran, which: (i) owned and operated facilities at the Site at the time of disposal of a hazardous substance at the Site, within the meaning of CERCLA Section 107(a)(2), 42 U.S.C. § 9607(a)(2); and (ii) arranged for disposal and/or treatment of hazardous substances at the Site within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3). There were releases of hazardous substances or threatened releases of hazardous substances at and from those facilities, and at and from the Site property, which caused the incurrence of response costs within the meaning of CERCLA Section 107(a), 42 U.S.C. § 9607(a).

63. Sunoco is liable under CERCLA as a legal successor to New Moran, which arranged for disposal and/or treatment of hazardous substances at facilities at the Site within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3). There were releases of hazardous substances or threatened releases of hazardous substances at and from those facilities, and at and from the Site property, which caused the incurrence of response costs within the meaning of CERCLA Section 107(a), 42 U.S.C. § 9607(a).

64. Defendant Sunoco, Inc., is therefore: (i) a past "owner" and "operator"—within the meaning of CERCLA Sections 101(20) and 107(a)(2), §§ 9601(20) and 9607(a)(2)—of a facility located within the Site at the time of disposal; and (ii) a person who arranged for disposal and/or treatment of hazardous substances at the Site within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

65. In light of the foregoing, Sunoco is liable to Plaintiff in this action under CERCLA Sections 107(a)(2) and 107(a)(3), 42 U.S.C.§§ 9607(a)(2) and 9607(a)(3).

FIRST CLAIM FOR RELIEF
(Cost Recovery by the United States under CERCLA Section 107, 42 U.S.C. § 9607)

66. Paragraphs 1 to 65 are realleged and incorporated herein by reference.

67. Pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a), each of the Defendants is jointly and severally liable to the United States for all unreimbursed response costs incurred by the United States in connection with the Site not otherwise reimbursed, including enforcement costs and prejudgment interest on such costs.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment for Recovery of Further Response Costs by the United States)

68. Paragraphs 1 to 65 are realleged and incorporated herein by reference.

69. Pursuant to CERCLA Section 113(g)(2), 42 U.S.C. § 9613(g)(2), each of the Defendants is jointly and severally liable to the United States for any unreimbursed further response costs that the United States incurs in connection with the Site, not inconsistent with the NCP.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the United States of America, respectfully requests that the Court:

A. Enter judgment in favor of the United States and against the above-named Defendants, pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a), that Defendants are jointly and severally liable for all response costs incurred by the United States at or in connection with response activities at the Site not otherwise reimbursed, including prejudgment interest on such costs; and

B. Enter a declaratory judgment in favor of the United States against the above-named Defendants, pursuant to CERCLA Section 113(g)(2), 42 U.S.C. § 9613(g)(2), that Defendants are jointly and severally liable for any unreimbursed further response costs incurred by the United States in connection with the Site, not inconsistent with the NCP;

C. Award the United States its costs of this action; and

D. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

FOR THE UNITED STATES

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Amended Complaint was served on this date by first-class mail, postage prepaid, upon the following individual:

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Dated: August 2, 2016 *s/ Ashleigh G. Morris*