



SETTLEMENT AGREEMENT

In the Matter of: US Angels, Inc. and Jay Chaudhari

Division of Underground Storage Tanks, Director's Order No. UST19-0116

This Settlement Agreement is an agreement between US Angels, Inc. and Jay Chaudhari (collectively "Respondents") and the Tennessee Department of Environment and Conservation ("TDEC"). TDEC and the Respondents (collectively "the Parties") now enter into this Settlement Agreement to resolve the alleged violations of the *Tennessee Petroleum Underground Storage Tank Act* ("the UST Act"), Tennessee Code Annotated §§ 68-215-101 et seq., set forth in the Administrative Order and Assessment styled *In the Matter of: US Angels, Inc. and Jay Chaudhari*, UST19-0116, issued by TDEC on November 26, 2019.

WHEREAS, Respondents are the registered owners and/or operators of three petroleum underground storage tank ("UST") systems located at 2115 Dodds Avenue, Chattanooga, Tennessee 37404 ("Subject Property"). Service of process was made on the Respondent US Angels, Inc.'s Registered Agent, David J. Fulton Esq., at 620 Lindsay Street, Suite 240, Chattanooga, Tennessee 37403. Service of process was made on the Respondent Jay Chaudhari at 4907 Fike Drive, Apartment 4907, Chattanooga, Tennessee 37412.

WHEREAS, the Order alleged that the Respondents, as owners and/or operators of the aforementioned UST systems, committed violations of the UST Act and the regulations promulgated thereunder. More specifically, the Order alleged that the Respondents committed the following violations:

1. Failure to operate and maintain the corrosion protection system to provide continuous protection in accordance with Rule 0400-18-01-.02(4)(c)1; and
2. Failure to cooperate fully with the Division by not submitting requested documents in a timely manner in accordance with Rule 0400-18-01-.03(2).

WHEREAS, the Order assessed civil penalties in the total amount of \$2,400. The Order required the Respondents to take necessary steps to return to operational compliance by taking the following corrective action:

1. Inspect, retest, and make any necessary repairs to the impressed current system and submit the results to the Division. If repairs were necessary, a corrosion expert needed to approve the repairs.

WHEREAS, the Respondents did not submit a timely appeal of the Order, nor submit any payment of civil penalty. As a result, the Order became final and the full civil penalty assessment of \$2,400 became due.

WHEREAS, TDEC has received satisfactory documentation and is now reasonably satisfied that the Respondents have performed the aforementioned corrective action required by the final Order.

NOW THEREFORE, in order to resolve this matter between the Respondents and TDEC, the Parties agree as follows:

1. The Respondents shall be jointly and severally responsible for paying civil penalties in the amount of \$2,400 as follows:
 - a. Respondents shall pay an upfront civil penalty in the amount of \$1,900 in four monthly installments of \$475. The first installment shall be paid on or before 30 days after the effective date of this Settlement Agreement, as provided in paragraph 9. The remaining installments shall be paid every 30 days subsequent to when the first installment became due. Should any due date be a Saturday, Sunday, or legal State holiday, the payment shall be due on the next business day following such day. TIME IS OF THE ESSENCE.
 - b. Respondents shall pay the remaining civil penalty in the amount of \$500, if and only if, the following occurs:
 - i. Respondents fail to timely comply with paragraph 1, above; and/or
 - ii. TDEC discovers an Automatic Enforcement Referral Violation at the Subject Property within a one year period commencing on August 18, 2020, and terminating on August 17, 2021.¹ See a list of Automatic Enforcement Referral Violations set forth herein.
2. Respondent Jay Chaudhari and a representative of Respondent U.S. Angels, Inc. agree to attend TDEC's "Tank School" within 120 days of the effective date of this Settlement Agreement.
3. This Settlement Agreement is an integrated contract and all prior negotiations are merged into this document. No promise, offer, inducement, or representation not set out in this Settlement Agreement forms any part of the Parties' agreement. This Settlement Agreement is the product of the Parties' joint efforts, and for purposes of applying any rule of construction, the Parties shall be deemed to have participated equally in the drafting of this Settlement Agreement.
4. The Parties each have had the opportunity to, and have consulted with, their respective counsel, if any, regarding this Settlement Agreement, and each enters into this Agreement voluntarily and with full knowledge of its legal consequences.
5. This Settlement Agreement shall be governed by and interpreted according to the laws of the State of Tennessee.
6. Each of the undersigned representatives are fully authorized by the Party he or she represents to enter into the terms and conditions of this Settlement Agreement and to legally bind such Party to this Agreement.

¹Pursuant to an agreement reached as a resolution of a separate enforcement case, Respondent US Angels, Inc. has similar obligations to not have a Level 1 violation (now called automatic enforcement referral violation) during the contingency period. The Parties agree that this agreement shall not alter or otherwise affect the terms of the prior settlement reached in a separate enforcement lawsuit filed in the Davidson County Chancery Court.

7. This Settlement Agreement is contingent upon the approval of the requisite state official(s) as provided by Tenn. Code Ann. § 20-13-103.
8. In the event the Respondents fail to comply with paragraphs 1 and 2 above, or have subsequent legal violation(s) as provided in this Settlement Agreement, the Parties agree that this settlement will be null and void and that the final administrative order UST19-0116 will be in full force and effect and subject to enforcement by TDEC. The Respondents further agree that TDEC may, in addition to enforcing the final administrative order UST19-0116, pursue full enforcement of corrective action, civil penalties and damages against the Respondents for any subsequent legal violation(s).
9. The effective date of this Settlement Agreement shall be the date it is approved and signed by the Office of General Counsel.

IT IS SO AGREED:

US ANGELS, INC., RESPONDENT:

R. J Chaudhary
SIGNATURE

05-22-2020
DATE

By: RAMILABEN CHAUDHARI
Print Name

Title: OWNER

STATE OF TENNESSEE)
COUNTY OF Hamilton

Before me, the undersigned authority of the State and County aforesaid, personally appeared Ramilaben J Chaudhari, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be owner of US Angels, Inc., and who, being so authorized, executed the foregoing instrument for the purposes therein contained, by signing the name on behalf of US Angels, Inc., as said authorized representative.

Witness my hand and official seal at office in Chattanooga, Tennessee, this 22nd day of ~~February~~ May, 2020.

Reendame
NOTARY PUBLIC

My Commission Expires: April 16 2022

JAY CHAUDHARI, RESPONDENT:

[Signature]
SIGNATURE

5-22-2020
DATE

By: Jay Chaudhuri
Print Name

Title: managers

STATE OF TENNESSEE)
COUNTY OF Hamilton



Before me, the undersigned authority of the State and County aforesaid, personally appeared Jay Chaudhuri, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Jay Chaudhuri, and who, executed the foregoing instrument for the purposes stated therein.

Witness my hand and official seal at office in Chattanooga, Tennessee, this 22nd day of ~~April~~ May, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: April 14 2022

TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION:

[Signature]
By: **George S. Bell, III (BPR# 19051)**
TDEC Office of General Counsel
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 2nd Floor
Nashville, TN 37243
Phone: (615) 741-3842

June 5, 2020
DATE

AUTOMATIC ENFORCMENT VIOLATIONS		
Violation	State Cite	Rule Section
Failure of tanks installed after July 27, 2007 to be secondarily contained.	0400-18-01-.02(2)(a)1	UST Systems: Installation & Operation (Secondary Containment)
Failure to provide interstitial monitoring on tanks installed after July 24, 2007,	0400-18-01-.02(2)(a)5	UST Systems: Installation & Operation (Secondary Containment)
Failure of piping installed after July 27, 2007 to be secondarily contained.	0400-18-01-.02(2)(b)1	UST Systems: Installation & Operation (Secondary Containment)
Failure of piping installed after July 25, 2007 to be monitored for a release at least every thirty (30) days	0400-18-01-.02(2)(b)5	UST Systems: Installation & Operation (Secondary Containment)
Failure to install any spill prevention system.	0400-18-01-.02(3)(a)1(i)	UST Systems: Installation & Operation
Failure to install any overflow prevention system.	0400-18-01-.02(3)(a)1(ii)	UST Systems: Installation & Operation
Failure to provide any cathodic protection for metal tanks.	0400-18-01-.02(4)(a)	UST Systems: Installation & Operation
Failure to permanently close a lined tank where CP was not added by the December 22, 2012 deadline.	0400-18-01-.02(4)(a)3(v)	UST Systems: Installation & Operation
Failure to provide any cathodic protection for metal piping.	0400-18-01-.02(4)(b)	UST Systems: Installation & Operation
Failure to provide release detection method capable of detecting a release from tank or piping that routinely contains product.	0400-18-01-.04(1)(a)1	Release Detection (General)
Failure to install, calibrate, operate, or maintain release detection method in accordance with manufacturer's instructions.	0400-18-01-.04(1)(a)2	Release Detection (General)
Failure to provide a release detection method that meets the performance requirements for tanks or piping.	0400-18-01-.04(1)(a)3	Release Detection (General)
Failure to monitor tanks at least every 30 days, if appropriate.	0400-18-01-.04(2)(a)	Release Detection (General)
Failure to provide any release detection for underground piping.	0400-18-01-.04(2)(b)	Release Detection (Piping)
Failure to install line leak detector for pressurized underground piping.	0400-18-01-.04(2)(b)1(i)	Release Detection (Pressurized Piping)
Failure to conduct annual line tightness test or do monthly monitoring on pressurized underground piping.	0400-18-01-.04(2)(b)1(ii)	Release Detection (Pressurized Piping)
Failure to comply with general remedial requirements	0400-18-01-.06	Petroleum Release Response, Remediation, and Risk Management
Division not notified of tank closure.	0400-18-01-.07(4)(a)1-2	Out-of-Service UST Systems and Closure
Failure to conduct system closure sampling.	0400-18-01-.07(5)(a)-(b)	Out-of-Service UST Systems and Closure
Failure to register an underground storage tank in accordance with the statute.	Tenn. Code Ann. § 68-215-106(a)	Tennessee Code Annotated
Placing petroleum into an underground storage tank system(s) where the Division has attached a tag or notice to the dispensers or fill ports or that has been placed on the Delivery Prohibition list on the website.	Tenn. Code Ann. §§ 68-215-106(c) and (e) 0400-18-01-.10(6)(a)	Fee Collection
Illegal Red Tag Removal	Tenn. Code Ann. § 68-215-106(c)-(d)	Tennessee Code Annotated