



U. S. ENVIRONMENTAL PROTECTION AGENCY
REGION 1 - NEW ENGLAND
5 Post Office Square, Suite 100 (OES 04-1)
Boston, MA 02109-3912

OFFICE OF
ENVIRONMENTAL STEWARDSHIP

DAVID M. PETERSON
direct: (617) 918-1891

BY HAND

September 30, 2014

Wanda I. Santiago, Regional Hearing Clerk
EPA Region 1 - New England
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, MA 02109-3912

RECEIVED
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Office of Regional Hearing Clerk

Re: In the Matter of Rego Realty Corporation. et al., Docket No. TSCA-01-2014-0065; Complaint and Notice of Opportunity for Administrative Hearing

Dear Ms. Santiago:

Please find enclosed for filing in the above-entitled case the original and one copy of a Complaint and Notice of Opportunity for Administrative Hearing (“Complaint”) as well as a Certificate of Service documenting that a copy of the Complaint was mailed to representatives of those Respondents named in the Complaint —Rego Realty Corporation, Stephanie Properties LLC, Mochica Apartments LLC, Nazca Apartments LLC, Paracas Apartments LLC, Rosario Properties LLC, Mancora Apartments LLC and Roxana Garcia.

Thank you for your assistance in this matter.

Sincerely,

David M. Peterson, Senior Enforcement Counsel
Regulatory Legal Office
EPA Region 1

Enclosures

cc: Jose Reategui President, Rego Realty Corporation and Registered Agent,
Mochica Apartments LLC, Stephanie Properties LLC, Nazca
Apartments LLC, Paracas Apartments LLC & Rosario Properties
LLC
Rosario Reategui Registered Agent, Mancora Apartments LLC
Roxana Garcia

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

_____)
IN THE MATTER OF:)
)
Rego Realty Corporation, Stephanie)
Properties LLC, Mochica Apartments LLC,)
Nazca Apartments LLC, Paracas)
Apartments LLC, Rosario Properties LLC,)
and Mancora Apartments LLC)
)
15 Webster Street)
Hartford, Connecticut 06114)
)
and Roxana Garcia)
)
382 Goff Road)
Wethersfield, CT 06109)
)
)
Respondents.)
)
)
)
Proceeding under Section 16(a) of the)
Toxic Substance Control Act,)
42 U.S.C. § 2615(a).)
_____)

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Docket No. TSCA-01-2014-0065

COMPLAINT AND NOTICE
OF OPPORTUNITY FOR
A HEARING

**ADMINISTRATIVE COMPLAINT
AND NOTICE OF OPPORTUNITY FOR A HEARING**

I. STATEMENT OF AUTHORITY

1. This Administrative Complaint and Notice of Opportunity for Hearing (“Complaint”) is issued pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a) and 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 of Practice”), 40 C.F.R. Part 22. The Complainant is the Legal Enforcement Manager of the Office of Environmental Stewardship, U.S. Environmental Protection Agency (“EPA”), Region 1.

II. NATURE OF THE ACTION

2. Respondents in this action: Rego Realty Corporation (“Rego”), Mancora Apartments LLC (“Mancora”), Mochica Apartments LLC (“Mochica”), Nazca Apartments LLC (“Nazca”), Paracas Apartments LLC (“Paracas”), Rosario Properties LLC (“Rosario”), Stephanie Properties LLC (“Stephanie”), and Roxana Garcia (“Garcia”)(all, except for Respondent Rego, are collectively referred to as the “Property Owners”), are hereby notified of Complainant’s determination that they have violated Section 409 of TSCA, 15 U.S.C. § 2689; the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. §§ 4851 *et seq.*; and the federal regulations promulgated thereunder, entitled *Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property*, set forth in 40 C.F.R. Part 745, Subpart F (“Disclosure Rule”). Complainant seeks **\$130,650** in civil penalties pursuant to TSCA Section 16, 15 U.S.C. § 2615, which provides that violations of TSCA Section 409 are subject to the assessment by Complainant of civil and/or criminal penalties. In support of this Complaint, Complainant alleges the following:

III. STATUTORY AND REGULATORY BACKGROUND

3. In 1992, Congress passed the Act in response to findings that low-level lead poisoning is widespread among American children, that pre-1980 American housing stock contains more than three million tons of lead in the form of lead-based paint, and that the

ingestion of lead from deteriorated or abraded lead-based paint is the most common cause of lead poisoning in children. Among the stated purposes of the Act is to ensure that the existence of lead-based paint hazards is acknowledged in the rental and sale of homes and apartments.

Consequently, the Act added a new section to TSCA, entitled *Subchapter IV – Lead Exposure Reduction*, which includes TSCA Sections 401-413, 15 U.S.C. §§ 2681-2692.

4. In 1996, the EPA promulgated the Disclosure Rule regulations to implement the Act. These regulations are set forth at 40 C.F.R. Part 745, Subpart F.

5. Pursuant to TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the housing stock addressed by the Act is termed “target housing.” “Target housing” is defined as any housing constructed prior to 1978, except housing for the elderly or disabled, or any 0-bedroom dwelling.

6. The implementing regulations set forth in the Disclosure Rule require lessors and owners of target housing to, among other things: provide to lessees and purchasers a lead hazard information pamphlet; include as an attachment, or within the contract to lease or buy target housing, a Lead Warning Statement; a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof; and any records or reports available to the lessor or owner that pertain to lead-based paint or lead-based paint hazards in the housing. *See* 40 C.F.R. §§ 745.100, 745.104, 745.107(a)(1), and 745.113(b)(1)-(3) and (6).

7. The implementing regulations set forth in the Disclosure Rule require agents contracted by a seller or lessor for the purpose of selling or leasing target housing to, among

other things, inform the seller or lessor of his/her obligations under the Disclosure Rule and ensure the seller or lessor has performed all activities required under the Disclosure Rule or personally ensure compliance with the requirements of the Disclosure Rule. 40 C.F.R. § 745.115.

8. Pursuant to Section 1018(b)(5) of the Act, 42 U.S.C. 4852d(b)(5), and 40 C.F.R. § 745.118(e), failure to comply with the Subpart F disclosure requirements is a violation of TSCA Section 409, 15 U.S.C. § 2689.

9. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates a provision of TSCA Section 409, 15 U.S.C. § 2689, shall be liable to the United States for a civil penalty.

10. Section 16(a) of TSCA, Section 1018(b)(5) of the Act, and 40 C.F.R. § 745.118(f) authorize the assessment of a civil penalty of \$10,000 per day per violation of the Disclosure Rule. Pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 (“Debt Collection Improvement Act”), and 40 C.F.R. Part 19, violations that occurred after January 30, 1997 through January 12, 2009 are subject to civil penalties of up to \$11,000 per day per violation, and violations that occurred after January 12, 2009 are subject to civil penalties of up to \$16,000 per day per violation. *See* 78 Fed. Reg. 66643, 66647 (November 6, 2013).

IV. GENERAL ALLEGATIONS

11. Respondent Garcia is an individual, with a current residence located at 382 Goff Road, Wethersfield, Connecticut. Respondent Garcia was, during time periods relevant to the violations alleged herein, the owner of one or more rental properties where at least some of the

violations alleged in this Complaint occurred.

12. At the time of the violations alleged in this Complaint, Respondent Garcia owned and offered for lease one residential rental unit in Hartford, Connecticut located at 207 Wethersfield Avenue, Third Floor. Respondent Garcia is thus an “owner” and “lessor” as defined in 40 C.F.R. § 745.103.

13. At the time of the violations alleged in this Complaint, Respondent Mancora is, or was a limited liability corporation organized under the laws of the State of Connecticut, with a principal place of business located at 15 Webster Street, Hartford, Connecticut. Respondent Mancora was, during time periods relevant to the violations alleged herein, the owner of one or more rental properties where at least some of the violations alleged in this Complaint occurred.

14. At the time of the violations alleged in this Complaint, Respondent Mancora owned and offered for lease three residential rental units in Hartford, Connecticut located at: 420 Garden Street, Unit #3; 424 Garden Street, Unit #1; and 10 Winter Street, Unit #1. Respondent Mancora is thus an “owner” and “lessor” as defined in 40 C.F.R. § 745.103.

15. At the time of the violations alleged in this Complaint, Respondent Mochica is, or was a limited liability corporation organized under the laws of the State of Connecticut, with a principal place of business located at 15 Webster Street, Hartford, Connecticut. Respondent Mochica was, during time periods relevant to the violations alleged herein, the owner of one or more rental properties where at least some of the violations alleged in this Complaint occurred.

16. At the time of the violations alleged in this Complaint, Respondent Mochica owned and offered for lease one residential rental unit in Hartford, Connecticut located at 322

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Hudson Street, Unit #BB-4. Respondent Mochica is thus an “owner” and “lessor” as defined in 40 C.F.R. § 745.103.

17. At the time of the violations alleged in this Complaint, Respondent Nazca is, or was a limited liability corporation organized under the laws of the State of Connecticut, with a principal place of business located at 15 Webster Street, Hartford, Connecticut. Respondent Nazca was, during time periods relevant to the violations alleged herein, the owner of one or more rental properties where at least some of the violations alleged in this Complaint occurred.

18. At the time of the violations alleged in this Complaint, Respondent Nazca owned and offered for lease four residential rental units in Hartford, Connecticut located at: 84 Adelaide Street, Unit B-2; 45 Allen Place, Unit #B-7; 45 Allen Place, Unit #B-9; and 45 Allen Place, Unit #C-4. Respondent Nazca is thus an “owner” and “lessor” as defined in 40 C.F.R. § 745.103.

19. At the time of the violations alleged in this Complaint, Respondent Paracas is, or was a limited liability corporation organized under the laws of the State of Connecticut, with a principal place of business located at 15 Webster Street, Hartford, Connecticut. Respondent Paracas was, during time periods relevant to the violations alleged herein, the owner of one or more rental properties where at least some of the violations alleged in this Complaint occurred.

20. At the time of the violations alleged in this Complaint, Respondent Paracas owned and offered for lease four residential rental units in Hartford, Connecticut located at: 291 Buckingham Street, Unit #B-5; 26 Congress Street, Unit #202; 26 Congress Street, Unit #405, and 19 Wadsworth Street, 2nd Floor. Respondent Paracas is thus an “owner” and “lessor” as defined in 40 C.F.R. § 745.103.

21. At the time of the violations alleged in this Complaint, Respondent Rosario is, or was a limited liability corporation organized under the laws of the State of Connecticut, with a principal place of business located at 15 Webster Street, Hartford, Connecticut. Respondent Rosario was, during time periods relevant to the violations alleged herein, the owner of one or more rental properties where at least some of the violations alleged in this Complaint occurred.

22. At the time of the violations alleged in this Complaint, Respondent Rosario owned and offered for lease one residential rental unit in Hartford, Connecticut located at 10 Lincoln Street, Unit #C-2. Respondent Rosario is thus an “owner” and “lessor” as defined in 40 C.F.R. § 745.103.

23. At the time of the violations alleged in this Complaint, Respondent Stephanie is, or was a limited liability corporation organized under the laws of the State of Connecticut, with a principal place of business located at 15 Webster Street, Hartford, Connecticut. Respondent Stephanie was, during time periods relevant to the violations alleged herein, the owner of one or more rental properties where at least some of the violations alleged in this Complaint occurred.

24. At the time of the violations alleged in this Complaint, Respondent Stephanie owned and offered for lease five residential rental units in Hartford, Connecticut located at: 277 Buckingham Street, Unit #307; 50 Elliott Street, Unit #2-W; 21 Lincoln Street, Unit #C-1; 519 Park Street, Unit #A-1; and 154 Wethersfield Avenue, Unit #1. Respondent Stephanie is thus an “owner” and “lessor” as defined in 40 C.F.R. § 745.103.

25. At all times relevant to this Complaint, Respondent Rego is or was a corporation organized under the laws of the State of Connecticut, with its principal place of business located

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at 15 Webster Street, Hartford, Connecticut. Respondent Rego, during time periods relevant to the violations alleged herein, offered for lease one or more rental properties where at least some of the violations alleged in this Complaint occurred.

26. Respondent Rego, during the time periods relevant to the violations alleged herein, managed and offered for lease target housing in Hartford, Connecticut located at the addresses listed in Paragraphs 12, 14, 16, 18, 20, 22, and 24, above. Respondent Rego is thus a “lessor” as defined in 40 C.F.R. § 745.103.

27. Respondent Property Owners and Respondent Rego, offered for lease nineteen (19) rental properties listed in Paragraphs 12, 14, 16, 18, 20, 22, and 24, on the following dates:

	Address in Hartford, CT	Lease Date	Children	Owner
a.	207 Wethersfield Ave., #3 rd Floor	1/31/11	None	Garcia
b.	420 Garden St., #3	2/27/12	None	Mancora
c.	424 Garden St., #1	3/7/12	One child resident – Age 3	Mancora
d.	10 Winter St., #1	2/17/12	None	Mancora
e.	322 Hudson St., #BB-4	9/6/12	None	Mochica
f.	84 Adelaide St.	7/27/12	None	Nazca
g.	45 Allen Place, #B-7	5/31/11	None	Nazca
h.	45 Allen Place, #B-9	6/15/12	Unknown	Nazca
i.	45 Allen Place, #C-4	4/25/11	None	Nazca
j.	291 Buckingham St., #B-5	4/26/12	One child resident	Paracas
k.	26 Congress St., #202	5/25/12	One child resident	Paracas
l.	36 Congress St., #405	1/18/13	None	Paracas

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m.	19 Wadsworth St., 2 nd Fl	10/2/12	Three child residents	Paracas
n.	10 Lincoln St. #C-2	5/30/12	None	Rosario
o.	277 Buckingham St., #307	3/2/12	None	Stephanie
p.	50 Elliott. St., #2-W	4/26/12	None	Stephanie
q.	21 Lincoln St., #C-1	2/23/12	One child resident	Stephanie
r.	519 Park St., #A-1	8/28/12	Two child residents	Stephanie
s.	154 Wethersfield Ave, ##1	1/31/11	One child resident – Age 13	Stephanie

28. The properties identified in Paragraph 27 above are, and at the time of the violations alleged in this Complaint were, “target housing,” as defined in 40 C.F.R. § 745.103, and do not qualify for any of the exemptions to the provisions of the Act or the Disclosure Rule.

29. On September 19, 2007, the United State Department of Housing and Urban Development (“HUD”) conducted a joint inspection with EPA (“HUD Inspection”) of properties owned by Respondent Stephanie and managed by Respondent Rego. The HUD Inspection identified compliance issues with the Act and Disclosure Rule requirements, but HUD, as the lead agency for the 2007 Inspection, took no further action to EPA’s knowledge.

30. On February 25, 2013, an authorized representative of EPA conducted an on-site inspection (the “Inspection”) at Respondent Rego’s office located at 15 Webster Street, Hartford, Connecticut. During the Inspection, the EPA inspector reviewed and obtained copies of documents, including leases, relating to compliance with the Disclosure Rule.

31. On February 27, 2013, EPA sent Respondent Rego a Notice of Preliminary Post-Inspection Results, which included a Notification of Potential Violation(s) of the Disclosure

Rule, regarding TSCA 1018 and Disclosure Rule compliance deficiencies.

V. VIOLATIONS

32. EPA has identified the following violations of the Act and the Disclosure Rule based on documents and other information obtained from Respondent Rego during, or as a result of, EPA's February 25, 2013 Inspection and EPA's investigation of the facts and circumstances underlying the violations:

Count I – Failure to Provide Lead Hazard Information Pamphlet

33. Complainant incorporates by reference Paragraphs 1 through 32.

34. Pursuant to 40 C.F.R. § 745.107(a)(1), a lessor or owner is required to provide a lessee or purchaser, before the lessee or purchaser is obligated under any contract to lease or buy target housing, with an EPA-approved lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home*, or an equivalent pamphlet that has been approved for use in particular states by EPA.

35. Respondents Rego and Garcia failed to provide the lessees who entered into the following lease transaction with an EPA-approved lead hazard information pamphlet before the lessees became obligated under a contract to lease the target housing unit on the following date:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
207 Wethersfield Ave., #3 rd Floor	1/31/11	None

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36. Respondents Rego and Mancora failed to provide the lessees who entered into the following lease transactions with an EPA-approved lead hazard information pamphlet before the lessees became obligated under a contract to lease target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
424 Garden St., #1	3/7/12	One child resident – Age 3
10 Winter St., #1	2/17/12	None

37. Respondents Rego and Nazca failed to provide the lessees who entered into the following lease transactions with an EPA-approved lead hazard information pamphlet before the lessees became obligated under a contract to lease target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
84 Adelaide St.	7/27/12	None
45 Añen Place, #B-9	6/15/12	Unknown

38. Respondents Rego and Paracas failed to provide the lessees who entered into the following lease transactions with an EPA-approved lead hazard information pamphlet before the lessees became obligated under a contract to lease target housing units on the following dates:

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Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
26 Congress St., #405	1/18/13	None
19 Wadsworth St., 2 nd Fl	10/2/12	Three child residents

39. Respondents Rego and Stephanie failed to provide the lessees who entered into the following lease transactions with an EPA-approved lead hazard information pamphlet before the lessees became obligated under a contract to lease target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (3)		
277 Buckingham St., #307	3/2/12	None
21 Lincoln St., #C-1	2/23/12	One child resident
519 Park St., #A-1	8/28/12	Two child residents

40. Respondents Rego and Garcia’s failure to provide the lessees of target housing listed in Paragraph 35, above, with an EPA-approved lead hazard information pamphlet prior to the lessees being obligated to lease target housing on a least one occasion constitutes at least one violation of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409, 15 U.S.C. § 2689.

41. Respondents Rego and Mancora’s failure to provide the lessees of target housing listed in Paragraph 36, above, with an EPA-approved lead hazard information pamphlet prior to the lessees being obligated to lease target housing on a least two occasions constitutes at least

two separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409, 15 U.S.C. § 2689.

42. Respondents Rego and Nazca's failure to provide the lessees of target housing listed in Paragraph 37, above, with an EPA-approved lead hazard information pamphlet prior to the lessees being obligated to lease target housing on a least two occasions constitutes at least two separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409, 15 U.S.C. § 2689.

43. Respondents Rego and Paracas' failure to provide the lessees of target housing listed in Paragraph 38 above with an EPA-approved lead hazard information pamphlet prior to the lessees being obligated to lease target housing on a least two occasions constitutes at least two separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409, 15 U.S.C. § 2689.

44. Respondents Rego and Stephanie's failure to provide the lessees of target housing listed in Paragraph 39 above with an EPA-approved lead hazard information pamphlet prior to the lessees being obligated to lease target housing on a least three occasions constitutes at least three separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409, 15 U.S.C. § 2689.

45. Each of the above-listed instances of violation alleged in the First Count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA, 15 U.S.C. § 2615.

Count II – Failure to Include a Lead Warning Statement

46. Complainant incorporates by reference Paragraphs 1 through 45.

47. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing must include a Lead Warning Statement within, or as an attachment to, the contract.

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48. Respondents Rego and Garcia failed to include a Lead Warning Statement within, or as an attachment to, a lease contract before the lessee became obligated under that contract to lease the following target housing unit on the following date:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
207 Wethersfield Ave., #3 rd Floor	1/31/11	None

49. Respondents Rego and Mancora failed to include a Lead Warning Statement within, or as an attachment to, a lease contract before the lessee became obligated under that contract to lease the following target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
424 Garden St., #1	3/7/12	One child resident – Age 3
10 Winter St., #1	2/17/12	None

50. Respondents Rego and Nazca failed to include a Lead Warning Statement within, or as an attachment to, a lease contract before the lessee became obligated under that contract to lease the following target housing unit on the following date:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
84 Adelaide St.	7/27/12	None

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51. Respondents Rego and Stephanie failed to include a Lead Warning Statement within, or as an attachment to, a lease contract before the lessee became obligated under that contract to lease the following target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
277 Buckingham St., #307	3/2/12	None
21 Lincoln St., #C-1	2/23/12	One child resident

52. Respondents Rego and Garcia's failure to include a Lead Warning Statement in or attached to at least one lease contract before the lessee became obligated to lease the target housing listed in Paragraph 48 constitutes at least one violation of 40 C.F.R. § 745.113(b)(1) and TSCA Section 409, 15 U.S.C. § 2689.

53. Respondents Rego and Mancora's failure to include a Lead Warning Statement in or attached to at least two lease contracts before the lessees became obligated to lease the target housing listed in Paragraph 49 constitutes at least two separate violations of 40 C.F.R. § 745.113(b)(1) and TSCA Section 409, 15 U.S.C. § 2689.

54. Respondents Rego and Nazca's failure to include a Lead Warning Statement in or attached to at least one lease contract before the lessee became obligated to lease the target housing listed in Paragraph 50 constitutes at least one violation of 40 C.F.R. § 745.113(b)(1) and TSCA Section 409, 15 U.S.C. § 2689.

55. Respondents Rego and Stephanie's failure to include a Lead Warning Statement

in or attached to at least two lease contracts before the lessees became obligated to lease the target housing listed in Paragraph 51 constitutes at least two separate violations of 40 C.F.R. § 745.113(b)(1) and TSCA Section 409, 15 U.S.C. § 2689.

56. Each of the above-listed instances of violation alleged in this Second Count is a prohibited act under TSCA Section 409, 15 U.S.C. § 2689, and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

Count III – Failure to Include Disclosure Statement Regarding Lead-Based Paint/Hazards

57. Complainant incorporates by reference Paragraphs 1 through 56.

58. Pursuant to 40 C.F.R. § 745.113(b)(2), a contract to lease target housing must include as an attachment or within the lease or sales contract a statement by the lessor or owner disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or sold, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

59. Respondents Rego and Garcia failed to include, as an attachment or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating the lack of knowledge of the presence of lead-based paint and/or lead-based paint hazards in a lease for the following target housing unit on the following date:

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Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
207 Wethersfield Ave., #3 rd Floor	1/31/11	None

60. Respondents Rego and Mancora failed to include, as an attachment or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating the lack of knowledge of the presence of lead-based paint and/or lead-based paint hazards in leases for the following target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
424 Garden St., #1	3/7/12	One child resident – Age 3
10 Winter St., #1	2/17/12	None

61. Respondents Rego and Mochica failed to include, as an attachment or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating the lack of knowledge of the presence of lead-based paint and/or lead-based paint hazards in a lease for the following target housing unit on the following date:

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Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
322 Hudson St., #BB-4	9/6/12	None

62. Respondents Rego and Nazca failed to include, as an attachment or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating the lack of knowledge of the presence of lead-based paint and/or lead-based paint hazards in leases for the following target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
84 Adelaide St.	7/27/12	None
45 Allen Place, #B-7	5/31/11	None

63. Respondents Rego and Paracas failed to include, as an attachment or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating the lack of knowledge of the presence of lead-based paint and/or lead-based paint hazards in leases for the following target housing units on the following dates:

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Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
291 Buckingham St., #B-5	4/26/12	One child resident
26 Congress St., #202	5/25/12	One child resident

64. Respondents Rego and Rosario failed to include, as an attachment or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating the lack of knowledge of the presence of lead-based paint and/or lead-based paint hazards in a lease for the following target housing unit on the following date:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
10 Lincoln St., #C-2	5/30/12	None

65. Respondents Rego and Stephanie failed to include, as an attachment or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating the lack of knowledge of the presence of lead-based paint and/or lead-based paint hazards in leases for the following target housing units on the following dates:

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Address in Hartford, CT	Lease Date	Children
Lease Transactions (3)		
277 Buckingham St., #307	4/26/12	None
50 Elliott St., #2-W	4/26/12	None
21 Lincoln St., #C-1	2/23/12	One child resident

66. Respondents Rego and Garcia’s failure to include as an attachment or within the lease contract listed in Paragraph 59, above, a statement by the lessor or owner disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of lead-based paint and/or lead-based paint hazards in, or attached to at least one lease contract constitutes at least one violation of 40 C.F.R. § 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

67. Respondents Rego and Mancora’s failure to include as an attachment or within the lease contracts listed in Paragraph 60, above, a statement by the lessor or owner disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of lead-based paint and/or lead-based paint hazards in, or attached to at least two lease contracts constitutes at least two separate violations of 40 C.F.R. § 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

68. Respondents Rego and Mochica’s failure to include as an attachment or within the lease contract listed in Paragraph 61, above, a statement by the lessor or owner disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being

leased, or indicating no knowledge of lead-based paint and/or lead-based paint hazards in, or attached to at least one lease contract constitutes at least one violation of 40 C.F.R.

§ 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

69. Respondents Rego and Nazca's failure to include as an attachment or within the lease contracts listed in Paragraph 62, above, a statement by the lessor or owner disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of lead-based paint and/or lead-based paint hazards in, or attached to at least two lease contracts constitutes at least two separate violations of 40 C.F.R.

§ 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

70. Respondents Rego and Paracas' failure to include as an attachment or within the lease contracts listed in Paragraph 63, above, a statement by the lessor or owner disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of lead-based paint and/or lead-based paint hazards in, or attached to at least two lease contracts constitutes at least two separate violations of 40 C.F.R. §

745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

71. Respondents Rego and Rosario's failure to include as an attachment or within the lease contracts listed in Paragraph 64, above, a statement by the lessor or owner disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of lead-based paint and/or lead-based paint hazards in, or attached to at least one lease contract constitutes at least one violation of 40 C.F.R.

§ 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

72. Respondents Rego and Stephanie's failure to include as an attachment or within the lease contracts listed in Paragraph 65, above, a statement by the lessor or owner disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of lead-based paint and/or lead-based paint hazards in, or attached to at least three lease contracts constitutes at least three separate violations of 40 C.F.R. § 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

73. Each of the above-listed instances of violation alleged in this Third Count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

COUNT IV - Failure to Disclose Records or Reports of Lead-Based Paint/Hazards

74. Complainant incorporates by reference Paragraphs 1 through 73.

75. Pursuant to 40 C.F.R. § 745.113(b)(3), a lessor must ensure that, before the lessee is obligated under any contract to lease target housing, the contract to lease target housing includes as an attachment to or within the lease contract a list of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing being leased. If no such records or reports are available, the lessor shall so indicate.

76. Respondents Rego and Garcia failed to include, before a lessee became obligated to lease target housing, a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards, or an indication that no such records or reports were available in or attached to its contract with the lessee at the following target housing unit on the following date:

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Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
207 Wethersfield Ave., #3 rd Floor	1/31/11	None

77. Respondents Rego and Mancora failed to include, before lessees became obligated to lease target housing, a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards or an indication that no such records or reports were available in or attached to its contracts with each of the lessees at the following target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
424 Garden St., #1	3/7/12	One child resident – Age 3
10 Winter St., #1	2/17/12	None

78. Respondents Rego and Nazca failed to include, before lessees became obligated to lease target housing, a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards or an indication that no such records or reports were available in or attached to its contracts with each of the lessees at the following target housing units on the following dates:

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Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
84 Adelaide St.	7/27/12	None
45 Allen Place, #B-7	5/31/11	None

79. Respondents Rego and Stephanie failed to include, before lessees became obligated to lease target housing, a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards or an indication that no such records or reports were available in or attached to its contracts with each of the lessees at the following target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
277 Buckingham St., #307	4/26/12	None
21 Lincoln St., C-1	5/31/11	One Child Resident

80. Respondents Rego and Garcia’s failure to include a list of records or reports, or a statement indicating none is available, in or attached to the lease contract for the target housing unit listed in Paragraph 76 constitutes at least one violation of 40 C.F.R. § 745.113(b)(3), and TSCA Section 409, 15 U.S.C. § 2689.

81. Respondents Rego and Mancora’s failure to include a list of records or reports, or a statement indicating none is available, in or attached to at least two lease contracts for the target housing units listed in Paragraph 77 constitutes at least two separate violations of 40

C.F.R. § 745.113(b)(3), and TSCA Section 409, 15 U.S.C. § 2689.

82. Respondents Rego and Nazca's failure to include a list of records or reports, or a statement indicating none is available, in or attached to at least two lease contracts for the target housing units listed in Paragraph 78 constitutes at least two separate violations of 40 C.F.R. § 745.113(b)(3), and TSCA Section 409, 15 U.S.C. § 2689.

83. Respondents Rego and Stephanie's failure to include a list of records or reports, or a statement indicating none is available, in or attached to at least two lease contracts for the target housing units listed in Paragraph 79 constitutes at least two separate violations of 40 C.F.R. § 745.113(b)(3), and TSCA Section 409, 15 U.S.C. § 2689.

84. Each of the above-listed instances of violation alleged in this Fourth Count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

COUNT V - Failure to Include the Signatures and Signing Dates for Both Lessors and Lessees

85. Complainant incorporates by reference Paragraphs 1 through 84.

86. Pursuant to 40 C.F.R. § 745.113(b)(6), each contract to lease target housing must include the signatures of the lessors and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of their signatures.

87. Respondents Rego and Mancora failed to include as an attachment or within the lease dated signatures for both the lessor and lessees for the following target housing unit on the

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following date:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
420 Garden St., #3	2/27/12	None

88. Respondents Rego and Nazca failed to include as an attachment or within the lease dated signatures for both the lessor and lessee(s) for the following target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (3)		
45 Allen Place, #B-7	6/1/11	None
45 Allen Place, #B-9	6/15/12	Unknown
45 Allen Place, #C-4	4/25/11	None

89. Respondents Rego and Paracas failed to include as an attachment or within the lease dated signatures for both the lessor and lessee(s) for the following target housing units on the following dates:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (2)		
26 Congress St., #202	5/25/12	One child resident
26 Congress St., #405	1/18/13	None

90. Respondents Rego and Stephanie failed to include as an attachment or within the lease dated signatures for both the lessor and lessee(s) for the following target housing unit on the following date:

Address in Hartford, CT	Lease Date	Children
Lease Transactions (1)		
154 Wethersfield Ave., #1	6/24/11	Three child residents

91. Respondents Rego and Mancora's failure to include as an attachment or within the lease dated signatures for both the lessor and lessees, in or attached to at least one lease contract for the target housing unit listed in Paragraph 87 constitutes at least one violation of 40 C.F.R. § 745.113(b)(6), and TSCA Section 409, 15 U.S.C. § 2689.

92. Respondents Rego and Nazca's failure to include as an attachment or within the lease dated signatures for both the lessor and lessees, in or attached to at least three lease contracts for the target housing units listed in Paragraph 88 constitutes at least three separate violations of 40 C.F.R. § 745.113(b)(6), and TSCA Section 409, 15 U.S.C. § 2689.

93. Respondents Rego and Paracas' failure to include as an attachment or within the lease dated signatures for both the lessor and lessees, in or attached to at least two lease contracts for the target housing units listed in Paragraph 89 constitutes at least two separate violations of 40 C.F.R. § 745.113(b)(6), and TSCA Section 409, 15 U.S.C. § 2689.

94. Respondents Rego and Stephanie's failure to include as an attachment or within the lease dated signatures for both the lessor and lessees, in or attached to at least one lease

contract for the target housing unit listed in Paragraph 90 constitutes at least one violation of 40 C.F.R. § 745.113(b)(6), and TSCA Section 409, 15 U.S.C. § 2689.

95. Each of the above-listed instances of violation alleged in this Fifth Count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

VI. PROPOSED PENALTY

96. Section 16(a) of TSCA, Section 1018(b)(5) of the Act, and 40 C.F.R. § 745.118(f) authorize the assessment of a civil penalty of \$10,000 per day per violation of the Disclosure Rule. Pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 (“Debt Collection Improvement Act”), and 40 C.F.R. Part 19, violations that occurred after January 30, 1997 through January 12, 2009 are subject to civil penalties of up to \$11,000 per day per violation, and violations that occurred after January 12, 2009 are subject to civil penalties of up to \$16,000 per day per violation. *See* 78 Fed. Reg. 66643, 66647 (November 6, 2013).

97. In determining the amount of any penalty to be assessed, Section 16(a) of TSCA requires EPA to consider the nature, circumstances, extent and gravity of the violations and, with respect to the violator, ability to pay, the effect of the proposed penalty on the ability of the violator to continue to do business, any history of prior such violations, the degree of culpability of the violator, and such other matters as justice may require. *See* 15 U.S.C. § 2615(a)(2)(B). To assess a penalty for the violations alleged herein, Complainant has taken into account the particular facts and circumstances of this case with specific reference to EPA’s December 2007

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Section 1018 - Disclosure Rule Enforcement Response and Penalty Policy (“Penalty Policy”). A copy of the Penalty Policy is enclosed with this Complaint. The Penalty Policy provides a rational, consistent, and equitable calculation methodology for applying the above-listed statutory penalty factors to specific cases. An explanation of the rationale for the penalty calculated in this case can be found in Attachment I to this Complaint.

98. The total proposed penalty for all Respondents is **\$130,650**. The penalties proposed for each of the violations alleged in this Complaint are set forth below for each Respondent:

a. Respondents Rego and Garcia - **\$5,690** total for one target housing unit.

i. 207 Wethersfield Avenue, #3 (Penalty Policy Extent – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$2,840
b.	2	40 C.F.R. § 745.113(b)(1)	Failure to include as an attachment, or within the contract to lease or sell target housing, the Lead Warning Statement	\$1,710
c.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
d.	4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$290
			Total	\$5,690

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b. Respondents Rego and Mancora – **\$44,520** total for three target housing units.

i. 420 Garden Street, #3 (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	5	40 C.F.R. § 745.113(b)(6)	Failure to include as an attachment or within the lease the signatures and signing dates for both the lessor/agent and lessees.	\$150
			Total	\$150

ii. 424 Garden Street, #1 (Penalty Policy “Extent” – “Major”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$16,000
b.	2	40 C.F.R. § 745.113(b)(1)	Failure to include as an attachment, or within the contract to lease or sell target housing, the Lead Warning Statement	\$11,340
c.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$8,500
d.	4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$2,840
			Total	\$38,680

iii. 10 Winter Street, #1 (Penalty Policy “Extent” – “Minor”)

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	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$2,840
b.	2	40 C.F.R. § 745.113(b)(1)	Failure to include as an attachment, or within the contract to lease or sell target housing, the Lead Warning Statement	\$1,710
c.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
d.	4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$290
			Total	\$5,690

c. Respondents Rego and Mochica – **\$850** total for one target housing unit

i. 322 Hudson Street, #BB-4 (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
			Total	\$850

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d. Respondents Rego and Nazca – **\$16,340** total for four target housing units

i. 84 Adelaide Street (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$2,840
b.	2	40 C.F.R. § 745.113(b)(1)	Failure to include as an attachment, or within the contract to lease or sell target housing, the Lead Warning Statement	\$1,710
c.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
d.	4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$290
			Total	\$5,690

ii. 45 Allen Place, #B-7 (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
b.	4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$290

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c.	5	40 C.F.R. § 745.113(b)(6)	Failure to include as an attachment or within the lease the signatures and signing dates for both the lessor/agent and lessees.	\$150
			Total	\$1,290

iii. 45 Allen Place, #B-9 (Penalty Policy “Extent” – “Significant”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$8,500
b.	5	40 C.F.R. § 745.113(b)(6)	Failure to include as an attachment or within the lease the signatures and signing dates for both the lessor/agent and lessees.	\$710
			Total	\$9,210

iv. 45 Allen Place, #C-4 (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	5	40 C.F.R. § 745.113(b)(6)	Failure to include as an attachment or within the lease the signatures and signing dates for both the lessor/agent and lessees.	\$150
			Total	\$150

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e. Respondents Rego and Paracas – **\$23,540** total for four target housing units

i. 291 Buckingham Street, #B-5 (Penalty Policy “Extent” – “Significant”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$5,670
			Total	\$5,670

ii. 26 Congress Street, #202 (Penalty Policy “Extent” – “Significant”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$5670
b.	5	40 C.F.R. § 745.113(b)(6)	Failure to include as an attachment or within the lease the signatures and signing dates for both the lessor/agent and lessees.	\$710
			Total	\$6,380

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iii. 26 Congress Street, #405 (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$2,840
b.	5	40 C.F.R. § 745.113(b)(6)	Failure to include as an attachment or within the lease the signatures and signing dates for both the lessor/agent and lessees.	\$150
			Total	\$2,990

iv. 19 Wadsworth Street, 2nd Floor (Penalty Policy “Extent” – “Significant”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$8,500
			Total	\$8,500

f. Respondents Rego and Rosario – **\$850** total for one target housing unit

i. 10 Lincoln Street, #C-1 (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
			Total	\$850

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g. Respondents Rego and Stephanie – **\$38,860** total for five target housing units.

i. 277 Buckingham Street, #307 (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$2,840
b.	2	40 C.F.R. § 745.113(b)(1)	Failure to include as an attachment, or within the contract to lease or sell target housing, the Lead Warning Statement	\$1,710
c.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
d.	4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$290
			Total	\$5,690

ii. 50 Elliott Street, #2-W (Penalty Policy “Extent” – “Minor”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
			Total	\$850

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iii. 21 Lincoln Street, #C-1 (Penalty Policy “Extent” – “Significant”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$8,500
b.	2	40 C.F.R. § 745.113(b)(1)	Failure to include as an attachment, or within the contract to lease or sell target housing, the Lead Warning Statement	\$7,090
c.	3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$5,670
d.	4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$1,850
			Total	\$23,110

iv. 519 Park Street, #A-1 (Penalty Policy “Extent” – “Significant”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees or purchaser with an EPA- approved lead hazard information pamphlet	\$8,500
			Total	\$8,500

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v. 154 Wethersfield Avenue, 3rd Floor (Penalty Policy “Extent” – “Significant”)

	<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
a.	5	40 C.F.R. § 745.113(b)(6)	Failure to include as an attachment or within the lease the signatures and signing dates for both the lessor/agent and lessees.	\$710
			Total	\$710

99. The proposed penalty may be adjusted if Respondents establish *bona fide* issues or defenses relevant to the appropriate amount of the penalty. Respondents shall pay the civil penalty with a cashier’s or certified check, payable to the Treasurer, United States of America. Respondents should note on this check the docket number of this Complaint, EPA Docket No. TSCA-01-2014-0065. The check shall be forwarded to:

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

In addition, at time of payment, notice of payment of the civil penalty and copies of the check should be forwarded to:

Ms. Wanda Santiago
 Regional Hearing Clerk
 U.S. Environmental Protection Agency – Region 1
 5 Post Office Square, Suite 100 (ORA 18-1)
 Boston, Massachusetts 02109-3912

David Peterson
 Senior Enforcement Counsel
 Office of Environmental Stewardship
 U.S. Environmental Protection Agency
 5 Post Office Square, Suite 100 (OES 4-1)
 Boston, Massachusetts 02109 – 3912

100. Neither the assessment nor payment of an administrative penalty shall affect Respondents' continuing obligation to comply with all applicable requirements of federal law.

VII. NOTICE OF OPPORTUNITY TO REQUEST A HEARING

101. As provided by Section 16(2)(A) of TSCA, 15 U.S.C. § 2615(2)(A), and in accordance with 40 C.F.R. § 22.14, Respondents have a right to request a hearing on any material fact alleged in this Complaint, or on the appropriateness of the proposed penalty. Any such hearing would be conducted in accordance with 40 C.F.R. Part 22. **A request for a hearing must be incorporated in an original and one copy of the written answer filed with the Regional Hearing Clerk within thirty (30) days of receipt of this Complaint.** In its answer, Respondents may contest any material fact contained in the Complaint. The answer shall directly admit, deny, or explain each of the factual allegations contained in the Complaint and shall state: (1) the circumstances or arguments alleged to constitute the grounds of defense; (2) the facts Respondents intend to place at issue; and (3) whether a hearing is requested. Where Respondents have no knowledge as to a particular factual allegation and so state, the allegation is deemed denied. Any failure of Respondents to admit, deny, or explain any material fact contained in the Complaint constitutes an admission of that allegation.

VIII. DEFAULT ORDER

102. If Respondents fail to file a timely answer to the Complaint, Respondents may be found to be in default pursuant to 40 C.F.R. § 22.17. For purposes of this action only, default by Respondents constitutes an admission of all facts alleged in the Complaint and a waiver of Respondents' right to contest such factual allegations under Section 16(2)(A) of TSCA, 15

U.S.C. § 2615(2)(A). The penalty assessed in this Complaint shall become due and payable by Respondents without further proceedings thirty (30) days after the default order becomes final pursuant to 40 C.F.R. § 22.27(c).

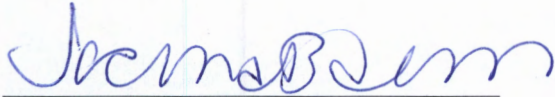
IX. OPPORTUNITY FOR INFORMAL SETTLEMENT CONFERENCE

103. Whether or not a hearing is requested upon filing an answer, Respondents may confer informally with the EPA concerning the alleged violations. Such conference provides Respondents with an opportunity to respond informally to the allegations and to provide whatever additional information may be relevant to the disposition of this matter. EPA has the authority to adjust penalties, where appropriate, to reflect any settlement reached in an informal conference. Any settlement shall be made final by the issuance of a written Consent Agreement Final Order by the Regional Judicial Officer, EPA Region 1.

104. Please note that a request for an informal settlement conference does not extend the period within which a written answer must be submitted in order to avoid default. To explore the possibility of settlement in this matter, Respondents should contact David Peterson, Senior Enforcement Counsel, Office of Environmental Stewardship, EPA Region 1, at the address cited above or at (617) 918-1891. Mr. Peterson has been designated to represent Complainant and receive service in this action.

105. The following document is an attachment to this Complaint: *Proposed Penalty Summary*.

Complaint and Notice of Opportunity for Hearing
Rego Realty Corporation, et al., TSCA-01-2014-0065



Joanna Jerison
Legal Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109 – 3912

9/29/14

Date

Complaint and Notice of Opportunity for Hearing
Rego Realty Corporation, et al., TSCA-01-2014-0065

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Administrative Complaint has been sent to the following persons on the date noted below:

Original and one copy,
hand-delivered:

Wanda Rivera
Regional Hearing Clerk (RAA)
U.S. EPA, Region 1
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, Massachusetts 02109 – 3912

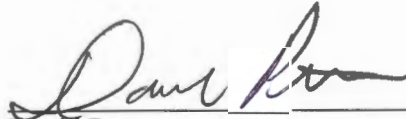
Copy by Certified Mail,
Return Receipt Requested

Jose Reategui, President:
Rego Realty Corporation
& Registered Agent:
Mochica Apartments LLC,
Nazca Apartments LLC,
Paracas Apartments LLC,
Rosario Properties LLC, and
Stephanie Properties LLC
15 Webster Street
Hartford, CT 06114

Rosario Reategui
Registered Agent
Mancora Apartments LLC
15 Webster Street
Hartford, CT 06114

Roxana Garcia
382 Goff Road
Wethersfield, CT 06109

Dated: 9/30/2014



David Peterson
Senior Enforcement Counsel
U.S. Environmental Protection Agency,
Region 1
5 Post Office Square, Suite 100 (OES 4-1)
Boston, Massachusetts 02109 – 3912
Tel (617) 918-1891
Electronic Fax (617) 918-0891

ATTACHMENT I TO COMPLAINT

In the Matter of Rego Realty Corporation et al.
Docket Number TSCA-01-2014-0065

PROPOSED PENALTY SUMMARY

Pursuant to EPA's December 2007 *Section 1018 Disclosure Rule Enforcement Response and Penalty Policy* ("ERPP"), EPA proposes a civil penalty in the amount of \$130,650 to be assessed against the Respondents named in the Complaint as follows¹:

COUNT I. Failure to Provide a Lead Hazard Information Pamphlet

Provision Violated: 40 C.F.R. § 745.107(a)(1) requires lessors to provide lessees with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home*, or an equivalent pamphlet that has been approved for use by EPA.

Circumstance Level: Failure to provide a purchaser or lessee an EPA-approved lead hazard information pamphlet pursuant to 40 C.F.R. § 745.107(a)(1) results in a high probability of impairing the lessee's ability to properly assess information regarding the risks associated with exposure to lead-based paint and to weigh this information with regard to leasing the target housing in question. As a result, under the Disclosure Rule ERPP Appendix B, a violation of 40 C.F.R. § 745.107(a)(1) is a *Level 1* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

¹ Section 1018(b)(5) of the Act provides that, for purposes of enforcing the Disclosure Rule under TSCA, the penalty for each violation shall be no more than \$10,000. The maximum penalty per violation for violations that occur between July 28, 1997, and January 12, 2009 is \$11,000. See 40 C.F.R. § 745.118(f), the Debt Collection Improvement Act of 1996, found at 31 U.S.C. § 3701, and 40 C.F.R. Part 19. The maximum penalty per violation for violations that occur after January 12, 2009 is \$16,000. See 73 Fed. Reg. 75340-46 (December 11, 2008) and 40 C.F.R. Part 19.

Respondents failed to provide an EPA-approved lead hazard information pamphlet to tenants who entered into the leases for the target housing units identified below, before the tenants became obligated to lease the target housing:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity -Based Penalty
Rego and Garcia	207 Wethersfield Ave., #3 rd Floor	1/31/11	None	Minor	\$2,840
Rego and Mancora	424 Garden St., #1	3/7/12	One child resident – Age 3	Major	\$16,000
Rego and Mancora	10 Winter St., #1	2/17/12	None	Minor	\$2,840
Rego and Nazca	84 Adelaide St., #B-2	7/27/12	None	Minor	\$2,840
Rego and Nazca	45 Allen Place, #B-9	6/15/12	Unknown	Significant	\$8,500
Rego and Paracas	26 Congress St., #405	1/18/13	None	Minor	\$2,840
Rego and Paracas	19 Wadsworth St., 2 nd Fl	10/2/12	Three child residents	Significant	\$8,500
Rego and Stephanie	277 Buckingham St., #307	3/2/12	None	Minor	\$2,840
Rego and Stephanie	21 Lincoln St., #C-1	2/23/12	One child resident	Significant	\$8,500
Rego and Stephanie	519 Park St., #A-1	8/28/12	Two child residents	Significant	\$8,500

COUNT II. Failure to Include a Lead Warning Statement

Provision Violated: 40 C.F.R. § 745.113(b)(1) requires that each contract to lease target housing include as an attachment, or within the contract, the Lead Warning Statement.

Circumstance Level: Failure to include the Lead Warning Statement in the language of the lease contract, or an attachment thereto, pursuant to 40 C.F.R. § 745.113(b)(1), results in a high probability of impairing a lessee’s ability to properly assess information regarding the risks associated with exposure to lead-based paint and to weigh this information with regard to leasing the target housing in question. As a result, under the Disclosure Rule ERPP Appendix B, a violation of 40 C.F.R. § 745.113(b)(1) is a *Level 2* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a

major extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to include the Lead Warning Statement in, or attached to, the leases for the target housing units identified below:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity- Based Penalty
Rego and Garcia	207 Wethersfield Ave., #3 rd Floor	1/31/11	None	Minor	\$1,710
Rego and Mancora	424 Garden St., #1	3/7/12	One child resident – Age 3	Major	\$11,340
Rego and Mancora	10 Winter St., #1	2/17/12	None	Minor	\$1,710
Rego and Nazca	84 Adelaide St., #B-2	7/27/12	None	Minor	\$1,710
Rego and Stephanie	277 Buckingham St., #307	3/2/12	None	Minor	\$1,710
Rego and Stephanie	21 Lincoln St., #C-1	2/23/12	One child resident	Significant	\$7,090

COUNT III. Failure to Include Disclosure Statement Regarding Lead-Based Paint/Hazards

Provision Violated: 40 C.F.R. § 745.113(b)(2) requires that each contract to lease target housing include, as an attachment or within the lease contract, a statement by a lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

Circumstance Level: Failing to include the statement of knowledge of lead-based paint and/or lead-based paint hazards as an attachment, or within the contract to lease target housing, results in a medium probability of impairing the lessee’s ability to properly assess information regarding the risks associated with exposure to lead-based paint and/or lead-based paint hazards and to weigh this information with regard to leasing the target housing in question. Because the intent of this provision is to put potential lessees on notice of specific information relating to the presence of lead in the housing, a violation of this provision deprives lessees of their right to make decisions based upon risk. As a result, under the Disclosure Rule ERPP, a violation of 40 C.F.R. § 745.113(b)(2) is a *Level 3* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in

Complaint and Notice of Opportunity for Hearing – Attachment I

Rego Realty Corporation, et al., TSCA-01-2014-0065

the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in, or attached to, the leases for the target housing units identified below:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity- Based Penalty
Rego and Garcia	207 Wethersfield Ave., #3 rd Floor	1/31/11	None	Minor	\$850
Rego and Mancora	424 Garden St., #1	3/7/12	One child resident – Age 3	Major	\$8,500
Rego and Mancora	10 Winter St., #1	2/17/12	None	Minor	\$850
Rego and Mochica	322 Hudson St., #BB-4	9/6/12	None	Minor	\$850
Rego and Nazca	84 Adelaide St., #B-2	7/27/12	None	Minor	\$850
Rego and Nazca	45 Allen Place, #B-7	5/31/11	None	Minor	\$850
Rego and Paracas	291 Buckingham St., #B-5	4/26/12	One child resident	Significant	\$5,670
Rego and Paracas	26 Congress St., #202	5/25/12	One child resident	Significant	\$5,670
Rego and Rosario	10 Lincoln St., #C-2	5/30/12	None	Minor	\$850
Rego and Stephanie	277 Buckingham St., #307	3/2/12	None	Minor	\$850
Rego and Stephanie	50 Elliott St., #2-W	4/26/12	None	Minor	\$850
Rego and Stephanie	21 Lincoln St., #C-1	2/23/12	One child resident	Significant	\$5,670

COUNT IV. Failure to Disclose Records or Reports of Lead-Based Paint/Hazards

Provision Violated: Pursuant to 40 C.F.R. § 745.113(b)(3) each contract to lease target housing must include a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards within, or as an attachment to, the contract.

Circumstance Level: Failure to include a list of any records or reports in a contract to lease target housing has a relatively low probability of impairing a lessee’s ability to properly assess and weigh potential health risks when leasing target housing, but could potentially increase the likelihood of exposure to lead-based paint hazards. As a result, under the ERPP, Appendix B, a violation of 40 C.F.R. § 745.113(b)(3) is a *Level 5* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to include a list of the records or reports referenced under Count IV, above, to tenants who entered into the leases for the target housing units identified below:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity- Based Penalty
Rego and Garcia	207 Wethersfield Ave., #3 rd Floor	1/31/11	None	Minor	\$290
Rego and Mancora	424 Garden St., #1	3/7/12	One child resident – Age 3	Major	\$2,840
Rego and Mancora	10 Winter St., #1	2/17/12	None	Minor	\$290
Rego and Nazca	84 Adelaide St., #B-2	7/27/12	None	Minor	\$290
Rego and Nazca	45 Allen Place, #B-7	5/31/11	None	Minor	\$290
Rego and Stephanie	277 Buckingham St., #307	3/2/12	None	Minor	\$290
Rego and Stephanie	21 Lincoln St., #C-1	2/23/12	One child resident	Significant	\$1,850

COUNT V. Failure to Include the Signatures and Signing Dates for Both Lessors and Lessees Hazards

Provision Violated: 40 C.F.R. § 745.113(b)(6) requires that each contract to lease target housing must include the signatures of the lessors and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of their signatures.

Circumstance Level: Failing to include dated signatures by the lessors and lessees certifying to the accuracy of their statements, results in a relatively low probability of impairing a lessee’s ability to properly assess and weigh potential health risks when leasing target housing, but could potentially increase the likelihood of exposure to lead-based paint hazards. As a result, under the Disclosure Rule ERPP, a violation of 40 C.F.R. § 745.113(b)(6) is a *Level 6* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to include as an attachment or within the lease dated signatures, certifying to the accuracy of their statements, for both the lessor and lessee for the target housing units identified below on the following dates:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity- Based Penalty
Rego and Mancora	420 Garden St., #3	2/27/12	None	Minor	\$150
Rego and Nazca	45 Allen Place, #B-7	5/31/11	None	Minor	\$150
Rego and Nazca	45 Allen Place, #B-9	6/15/12	Unknown	Significant	\$710
Rego and Nazca	45 Allen Place, #C-4	4/25/11	None	Minor	\$150
Rego and Paracas	26 Congress St., #202	5/25/12	One child resident	Significant	\$710
Rego and Paracas	26 Congress St., #405	1/18/13	None	Minor	\$150
Rego and Stephanie	154 Wethersfield Avenue, #1	6/24/11	One child resident – Age 13	Significant	\$710