



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

AUG 18 2010

REPLY TO THE ATTENTION OF:

LC-8J

FIRST CLASS, CERTIFIED MAIL
RETURN-RECEIPT No. 7001 0320 0005 8933 1037

Mr. Eduart Tani
3769 East Henry Avenue
Cudahy, Wisconsin 53110

Re: In the matter of: Eduart Tani
Docket number: **TSCA-05-2010-0018**

Dear Mr. Tani:

I have enclosed the Complaint filed by the U.S. Environmental Protection Agency against Eduart Tani under Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq., and a copy of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. Part 22.

As provided in the Complaint, if you would like to request a hearing, you must do so in your answer to the Complaint. Please note that if you do not file an answer with the Regional Hearing Clerk (E-19J), U.S. EPA, Region 5, 77 West Jackson Blvd., Chicago, IL 60604 within 30 days of your receipt of this Complaint, a default order may be issued and the proposed civil penalty will become due 30 days later. If you choose to file an answer, you also must mail a copy of it to Harriet Croke, Assistant Regional Counsel (C-14J), U.S. EPA, 77 West Jackson Blvd., Chicago, Illinois 60604.

If you intend to file with the Regional Hearing Clerk, as part of the record in this matter, documents that include personal financial information (such as personal income tax returns), you may submit those documents "under seal." The rules for submitting confidential information under seal are set forth at Section 22.5(d) of the Consolidated Rules, 40 C.F.R. § 22.5(d). You also may want to refer to 40 C.F.R. Part 2, Subpart B. For more information on the procedures for submitting information under seal, go to: <http://epa.gov/oalj/orders/alj-practice-manual.pdf>. EPA reserves its right to object to the submission of documents under seal.

In addition, you may file under seal documents containing information that you believe may be subject to or you believe you have a personal privacy interest. Such personal privacy information may include social security numbers, personal addresses and telephone numbers, dates of birth and medical information. When filing documents that you believe may be subject to or you believe you have a personal privacy interest, follow the procedures for submitting confidential business information at Section 22.5(d) of the Consolidated Rules, 40 C.F.R. § 22.5(d).

Whether or not you request a hearing, you may request an informal settlement conference. If you wish to request a conference, or if you have any questions about this matter, please contact Pamela Grace, Case Developer, at (312) 353-2833.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce F. Sypniewski", written in a cursive style.

Bruce F. Sypniewski
Acting Director
Land and Chemicals Division

Enclosures

cc: Regional Hearing Clerk (E-19J)
Harriet Croke (C-14J)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

RECEIVED
AUG 18 2010

REGIONAL HEARING CLERK
ENVIRONMENTAL
PROTECTION AGENCY

In the Matter of:)
)
Eduart Tani)
Cudahy, Wisconsin)
Respondent,)
_____)

Docket No. TSCA-05-2010-0018
Proceeding to Assess a Civil Penalty
Under Section 16(a) of the Toxic Substances
Control Act, 15 U.S.C. § 2615(a)

Complaint

1. This is an administrative proceeding to assess a civil penalty under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a).
2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, United States Environmental Protection Agency (EPA), Region 5.
3. Respondent is Eduart Tani, a sole proprietor doing business in the State of Wisconsin.

Statutory and Regulatory Background

4. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992, at 42 U.S.C. § 4851 *et seq.*, Congress found, among other things, that low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6; at low levels, lead poisoning in children causes intelligence deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. Key components of the national strategy to reduce and eliminate the threat of childhood lead poisoning are mandatory disclosure and notification

requirements for residential rentals and sales. Section 1018, 42 U.S.C. § 4852d, requires the Administrator of EPA and the Secretary of the United States Department of Housing and Urban Development (HUD) to promulgate regulations for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease.

5. On March 6, 1996, EPA and HUD promulgated regulations codified at 40 C.F.R. Part 745, Subpart F and 24 C.F.R. Part 35, Subpart A, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule) pursuant to 42 U.S.C. § 4852d. Owners of more than four residential dwellings must comply with the Disclosure Rule by September 6, 1996, pursuant to 40 C.F.R. § 745.102(a).

6. The Disclosure Rule implements the provisions of 42 U.S.C. § 4852d which impose certain requirements on the sale or lease of target housing.

7. 40 C.F.R. § 745.103 defines target housing as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

8. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

9. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent or sublease target housing, including but not limited to

individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

10. 40 C.F.R. § 745.103 defines “agent” as any party who enters into a contract with a seller or a lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.

11. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor of target housing complete the required disclosure activities before a purchaser or lessee is obligated under any contract to purchase or lease target housing.

12. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or the lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and signatures and dates of signatures of the lessor, and lessee certifying the accuracy of their statements.

13. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failing to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

14. The Administrator of EPA may assess a civil penalty of up to \$11,000 for each violation of Section 409 of TSCA that occurred after July 28, 1997 through

January 12, 2009, pursuant to 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19.

General Allegations

15. Complainant incorporates paragraphs 1 through 14 of this Complaint as if set forth in this paragraph.

16. Between at least October 10, 2005, and October 1, 2008, Respondent owned residential apartment buildings in Milwaukee Wisconsin, at 2108 South 11th Street, 2108-10 South 11th Street, and 2403 South 16th Street; and in Cudahy, Wisconsin, at 6071 South Lake Drive, and 6073 South Lake Drive (Respondent's Properties).

17. Respondent's Properties were constructed prior to 1978.

18. Respondent's Properties and each apartment unit within Respondent's Properties are "target housing" as defined in 40 C.F.R. § 745.103.

19. On September 16, 2008, Complainant issued an administrative subpoena to Eduart Tani, under authority of Section 11 of TSCA, 15 U.S.C. § 2610, seeking, among other things, copies of rental agreements and lead-based paint disclosure documentation for rental transactions at the residential properties owned by Respondent.

20. On November 12, 2008, Respondent provided Complainant with documents responsive to the TSCA administrative subpoena referenced in paragraph 19, above, including information identifying Respondent as owner of the apartment buildings referenced in paragraph 16, above.

21. On the following dates, Respondent entered into the following eight written lease agreements (contracts) with individuals for the lease of units in Respondent's apartment buildings:

Address	Apt. No.	Date of Lease
6071 South Lake Drive, Cudahy, Wisconsin	Lower Unit	October 18, 2005
6073 South Lake Drive, Cudahy, Wisconsin	Upper Unit	October 18, 2005
2108 South 11 th Street, Milwaukee, Wisconsin	Upper Rear	May 17, 2006
2108-10 South 11 th Street, Milwaukee, Wisconsin	Lower Rear	August 1, 2006
2403 South 16 th Street, Milwaukee, Wisconsin	Upper Rear	February 28, 2006
2108-10 South 11 th Street, Milwaukee, Wisconsin	Unit # 2	September 1, 2008
2403 South 16 th Street, Milwaukee, Wisconsin	Unit # 2	September 20, 2008
2108 South 11 th Street, Milwaukee, Wisconsin	Upper Rear	October 1, 2008

22. Each of the eight contracts referenced in paragraph 21, above, covered a term of occupancy greater than 100-days.

23. Between October 10, 2005 and October 1, 2008, Respondent offered for lease units in his apartment buildings, and individuals entered into contracts on the dates listed in paragraph 21, above, to lease those units.

24. Respondent is a “lessor,” as defined in 40 C.F.R. § 745.103, because he has offered the target housing referenced in paragraph 21, above, for lease.

25. Each individual who signed a lease to pay rent in exchange for occupancy of a unit, referenced in paragraph 21, above, became a “lessee” as defined in 40 C.F.R. § 745.103.

26. On June 22, 2009, EPA advised Respondent by letter that EPA was planning to file a civil administrative complaint against Respondent for specific alleged violations of Section 1018 and that the complaint would seek a civil penalty. EPA asked Respondent to identify any factors Respondent thought EPA should consider before issuing the complaint. If Respondent believed there were financial factors which bore on

Respondent's ability to pay a civil penalty, EPA asked Respondent to submit specific financial documents.

27. On or about June 26, 2009, Respondent received the pre-filing notice letter referred to in paragraph 26, above. Respondent replied to the letter on July 22, 2009, and provided a narrative response to the alleged violations. Respondent did not claim an inability to pay the proposed civil penalty and did not provide facts or other information concerning his ability to pay the proposed civil penalty.

Counts 1 through 8

28. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

29. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(1) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement.

30. **Count 1**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 18, 2005, for 6071 South Lake Drive, Lower Unit, Cudahy, Wisconsin, a Lead Warning Statement.

31. **Count 2**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 18, 2005, for 6073 South Lake Drive, Upper Unit, Cudahy, Wisconsin, a Lead Warning Statement.

32. **Count 3**: Respondent failed to include, either within the contract or as an attachment to the contract dated May 17, 2006, for 2108 South 11th Street, Upper Rear, Milwaukee, Wisconsin, a Lead Warning Statement.

33. **Count 4**: Respondent failed to include, either within the contract or as an attachment to the contract dated August 1, 2006, for 2108-10 South 11th Street, Lower Rear, Milwaukee, Wisconsin, a Lead Warning Statement.

34. **Count 5**: Respondent failed to include, either within the contract or as an attachment to the contract dated February 28, 2006, for 2403 South 16th Street, Upper Rear, Milwaukee, Wisconsin, a Lead Warning Statement.

35. **Count 6**: Respondent failed to include, either within the contract or as an attachment to the contract dated September 1, 2008, for 2108-10 South 11th Street, Unit #2, Milwaukee, Wisconsin, a Lead Warning Statement.

36. **Count 7**: Respondent failed to include, either within the contract or as an attachment to the contract dated September 20, 2008, for 2403 South 16th Street, Unit #2, Milwaukee, Wisconsin, a Lead Warning Statement.

37. **Count 8**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 1, 2008, for 2108 South 11th Street, Upper Rear, Milwaukee, Wisconsin, a Lead Warning Statement.

38. Respondent's failure to include, either within each contract or as an attachment, a Lead Warning Statement for each leasing transaction referred to in paragraphs 30 through 37, above, constitutes eight violations of 40 C.F.R § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 9 through 16

39. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

40. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

41. **Count 9**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 10, 2005, for 6071 South Lake Drive, Lower Unit, Cudahy, Wisconsin, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

42. **Count 10**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 10, 2005, for 6073 South Lake Drive, Upper Unit, Cudahy, Wisconsin, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

43. **Count 11**: Respondent failed to include, either within the contract or as an attachment to the contract dated May 17, 2006, for 2108 South 11th Street, Upper Rear, Milwaukee, Wisconsin, a statement disclosing either the presence of any known

lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

44. **Count 12**: Respondent failed to include, either within the contract or as an attachment to the contract dated August 1, 2006, for 2108-10 South 11th Street, Lower Rear, Milwaukee, Wisconsin, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

45. **Count 13**: Respondent failed to include, either within the contract or as an attachment to the contract dated February 28, 2006, for 2403 South 16th Street, Upper Rear, Milwaukee, Wisconsin, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

46. **Count 14**: Respondent failed to include, either within the contract or as an attachment to the contract dated September 1, 2008, for 2108-10 South 11th Street, Unit #2, Milwaukee, Wisconsin, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

47. **Count 15**: Respondent failed to include, either within the contract or as an attachment to the contract dated September 20, 2008, for 2403 South 16th Street, Unit #2, Milwaukee, Wisconsin, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

48. **Count 16:** Respondent failed to include, either within the contract or as an attachment to the contract dated October 1, 2008, for 2108 South 11th Street, Upper Rear, Milwaukee, Wisconsin, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

49. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to in paragraphs 41 through 48, above, constitutes eight violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 17 through 24

50. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

51. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

52. **Count 17:** Respondent failed to include, either within the contract or as an attachment to the contract dated October 18, 2005, for 6071 South Lake Drive, Lower Unit, Cudahy, Wisconsin, a statement by the lessee affirming receipt of the information

set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

53. **Count 18**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 18, 2005, for 6073 South Lake Drive, Upper Unit, Cudahy, Wisconsin, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

54. **Count 19**: Respondent failed to include, either within the contract or as an attachment to the contract dated May 17, 2006, for 2108 South 11th Street, Upper Rear, Milwaukee, Wisconsin, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

55. **Count 20**: Respondent failed to include, either within the contract or as an attachment to the contract dated August 1, 2006, for 2108-10 South 11th Street, Lower Rear, Milwaukee, Wisconsin, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

56. **Count 21**: Respondent failed to include, either within the contract or as an attachment to the contract dated February 28, 2006, for 2403 South 16th Street, Upper Rear, Milwaukee, Wisconsin, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

57. **Count 22**: Respondent failed to include, either within the contract or as an attachment to the contract dated September 1, 2008, for 2108-10 South 11th Street, Unit #2, Milwaukee, Wisconsin, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

58. **Count 23**: Respondent failed to include, either within the contract or as an attachment to the contract dated September 20, 2008, for 2403 South 16th Street, Unit #2, Milwaukee, Wisconsin, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

59. **Count 24**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 1, 2008, for 2108 South 11th Street, Upper Rear, Milwaukee, Wisconsin, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696.

60. Respondent's failure to include, either within each contract or as an attachment, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696 for each leasing transaction referred to in paragraphs 52 through 59, above, constitutes eight violations of 40 C.F.R § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 25 through 32

61. Complainant incorporates paragraphs 1 through 27 of this Complaint as if set forth in this paragraph.

62. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, the signatures of the lessor and the lessee certifying to the accuracy of their statements to the best of their knowledge along with the dates of signature.

63. **Count 25**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 18, 2005, for 6071 South Lake Drive, Lower Unit, Cudahy, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

64. **Count 26**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 18, 2005, for 6073 South Lake Drive, Upper Unit, Cudahy, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

65. **Count 27**: Respondent failed to include, either within the contract or as an attachment to the contract dated May 17, 2006, for 2108 South 11th Street, Upper Rear, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

66. **Count 28**: Respondent failed to include, either within the contract or as an attachment to the contract dated August 1, 2006, for 2108-10 South 11th Street, Lower Rear, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

67. **Count 29**: Respondent failed to include, either within the contract or as an attachment to the contract dated February 28, 2006, for 2403 South 16th Street, Upper Rear, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

68. **Count 30**: Respondent failed to include, either within the contract or as an attachment to the contract dated September 1, 2008, for 2108-10 South 11th Street, Unit #2, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

69. **Count 31**: Respondent failed to include, either within the contract or as an attachment to the contract dated September 20, 2008, for 2403 South 16th Street, Unit #2, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

70. **Count 32**: Respondent failed to include, either within the contract or as an attachment to the contract dated October 1, 2008, for 2108 South 11th Street, Upper Rear, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

71. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their

statements and the dates of such signatures for the leasing transactions referred to in paragraphs 63 through 70, above, constitutes eight violations of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Proposed Civil Penalty

72. Complainant proposes that the Administrator assess a civil penalty against Respondent for the violations alleged in this Complaint as follows:

Count 1

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$6,450

Count 2

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$1,550

Count 3

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$1,550

Count 4

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$1,550

Count 5

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$1,550

Count 6

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$1,550

Count 7

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$1,550

Count 8

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$1,550

Count 9

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$5,160

Count 10

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$770

Count 11

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$770

Count 12

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$770

Count 13

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$770

Count 14

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$770

Count 15

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$770

Count 16

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$770

Count 17

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$3,220

Count 18

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$520

Count 19

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$520

Count 20

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$520

Count 21

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$520

Count 22

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$520

Count 23

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$520

Count 24

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$520

Count 25

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$640

Count 26

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

Count 27

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

Count 28

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

Count 29

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

Count 30

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

Count 31

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$130
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Count 32

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6)	\$130
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Total Proposed Civil Penalty	\$36,260
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73. In determining the amount of any civil penalty, Section 16 of TSCA requires EPA to take into account the nature, circumstances, extent and gravity of the violation or violations alleged and, with respect to the violator, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require.

74. EPA calculates penalties by applying its *Section 1018 - Disclosure Rule Enforcement Response Policy* dated December 2007 (Response Policy). This Response Policy provides a rational, consistent and equitable calculation methodology for applying the statutory factors to particular cases. As discussed in the Response Policy, the severity of each violation alleged in the complaint is based on the extent to which each violation impairs the ability of a lessee to assess information regarding hazards associated with lead-based paint, and precludes the lessee from making a fully informed decision whether to lease the housing or take appropriate measures to protect against lead-based paint hazards. Factors relevant to assessing an appropriate penalty include information pertaining to a Respondent's ability to pay a penalty, any evidence showing that no lead-based paint exists in the cited housing, and any evidence that Respondent has taken steps

to discover the presence of and/or has taken steps to abate lead-based paint and its hazards in subject housing.

75. As stated in paragraph 26, above, by letter dated June 22, 2009, EPA advised Respondent that EPA was planning to file a civil administrative complaint against Respondent for alleged violations of Section 1018 and that Section 1018 authorizes the assessment of a civil administrative penalty. EPA asked Respondent to identify any factors Respondent thought EPA should consider before issuing the complaint, and if Respondent believed there were financial factors which bore on Respondent's ability to pay a civil penalty, EPA asked Respondent to submit specific financial documents.

Respondent did not claim an inability to pay a penalty and has provided no facts or information which would indicate that the penalty should be adjusted for financial or other factors related to the alleged violations.

Rules Governing This Proceeding

The *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules) at 40 C.F.R. Part 22 govern this proceeding to assess a civil penalty. Enclosed with the Complaint is a copy of the Consolidated Rules.

Filing and Service of Documents

Respondent must file with the Regional Hearing Clerk the original and one copy of each document Respondent intends to include as part of the record in this proceeding. The Regional Hearing Clerk's address is:

Regional Hearing Clerk (E-19J)
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Respondent must serve a copy of each document filed in this proceeding on each party pursuant to Section 22.5 of the Consolidated Rules. Complainant has authorized Harriet Croke to receive any answer and subsequent legal documents that Respondent serves in this proceeding. You may telephone Ms. Croke at (312) 353-4789. Her address is:

Harriet Croke (C-14J)
Assistant Regional Counsel
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Penalty Payment

Respondent may resolve this proceeding at any time by paying the proposed penalty by certified or cashier's check payable to "Treasurer, United States of America" and by delivering the check to:

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

Respondent must include the case name and docket number on the check and in the letter transmitting the check. Respondent simultaneously must send copies of the check and transmittal letter to Ms. Croke and to:

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

Answer and Opportunity to Request a Hearing

If Respondent contests any material fact upon which the Complaint is based or the appropriateness of any penalty amount, or contends that he is entitled to judgment as a matter of law, Respondent may request a hearing before an Administrative Law Judge. To request a hearing, Respondent must file a written Answer within 30 days of receiving this Complaint and must include in that written Answer a request for a hearing. Any hearing will be conducted according to the Consolidated Rules.

In counting the 30-day time period, the date of receipt is not counted, but Saturdays, Sundays, and federal legal holidays are counted. If the 30-day time period expires on a Saturday, Sunday, or federal legal holiday, the time period extends to the next business day.

To file an answer, Respondent must file the original written answer and one copy with the Regional Hearing Clerk at the address specified above.

Respondent's written answer must clearly and directly admit, deny, or explain each of the factual allegations in the Complaint; or must state clearly that Respondent has no knowledge of a particular factual allegation. Where Respondent states that he has no knowledge of a particular factual allegation, the allegation is deemed denied.

Respondent's failure to admit, deny, or explain any material factual allegation in the

Complaint constitutes an admission of the allegation. Respondent's answer must also state:

- a. The circumstances or arguments which Respondent alleges constitute grounds of defense;
- b. The facts that Respondent disputes;
- c. The basis for opposing the proposed penalty; and
- d. Whether Respondent requests a hearing.

If Respondent does not file a written answer within 30 calendar days after receiving this Complaint, the Presiding Officer may issue a default order, after motion, under Section 22.17 of the Consolidated Rules. Default by Respondent constitutes an admission of all factual allegations in the Complaint and a waiver of the right to contest the factual allegations. Respondent must pay any penalty assessed in a default order without further proceedings 30 days after the order becomes the final order of the Administrator of EPA under Section 22.27(c) of the Consolidated Rules.

Settlement Conference

Whether or not Respondent requests a hearing, Respondent may request an informal settlement conference to discuss the facts of this proceeding and to arrive at a settlement. To request an informal settlement conference, Respondent may contact Ms. Croke at the address provided above.

Respondent's request for an informal settlement conference does not extend the 30-calendar-day period for filing a written Answer to this Complaint. Respondent may pursue simultaneously the informal settlement conference and the adjudicatory hearing process. The Complainant encourages all parties facing civil penalties to pursue

settlement through an informal conference. The Complainant, however, will not reduce the penalty simply because the parties hold an informal settlement conference.

Continuing Obligation to Comply

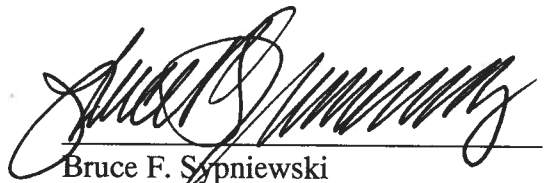
Respondent's payment of the civil penalty will not satisfy Respondent's legal obligation to comply with TSCA and any other applicable federal, state, or local law.

Consent Agreement and Final Order

EPA has authority, where appropriate, to modify the amount of the proposed penalty to reflect any settlement reached with Respondent in an informal conference. The terms of the settlement would be embodied in a Consent Agreement and Final Order. A Consent Agreement signed by both parties is binding when the Regional Administrator signs the Final Order and it is filed with the Regional Hearing Clerk.

Date

8/12/10



Bruce F. Sypniewski
Acting Director
Land and Chemicals Division

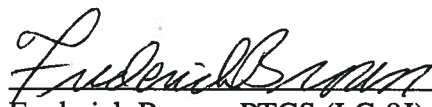
CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Complaint involving Mr. Eduart Tani , was filed on August 18, 2010, with the Regional Hearing Clerk (E-19J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No.7001 0320 0005 8933 1037 to:

Mr. Eduart Tani
3769 East Henry Avenue
Cudahy, Wisconsin 53110

and forwarded intra-Agency copies to:

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



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

Docket No. TSCA-05-2010-0018

RECEIVED

AUG 18 2010

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY