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December 3, 2009

Regional Hearing Clerk  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, New York 10007

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. 03  
2009 DEC -4 AM 11:26  
REGIONAL HEARING  
CLERK

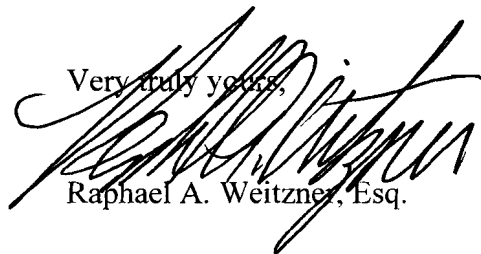
Re: **In the Matter of Wolfe Landau**  
**Docket No. TSCA - 02-2009-9267**

Dear Sir/Madam:

Enclosed herewith please find the following: ( original and two copies)

(X) Answer and Request for Hearing

Very truly yours,



Raphael A. Weitzner, Esq.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. II  
2009 DEC -4 AM 11:28  
REGIONAL HEARING  
CLERK

-----X

In the Matter of

Docket No. TSCA -02-2009-9267

WOLFE LANDAU,

Respondent,

ANSWER AND REQUEST  
FOR HEARING

Proceeding under Section 16(a)  
of Toxic Substances Control Act,  
15 U.S.C. § 2615(a)

-----X

Respondent, Wolfe Landau (hereinafter "Landau"), by and through his attorney, REPHOEL A. WEITZNER, ESQ. , hereby requests a hearing to contest the allegations set forth in the Complaint and as for his Answer to the Environmental Protection Agency's (hereinafter "EPA") Complaint, says:

1. As to paragraph "1" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

2. Denies the allegations set forth in the Complaint at paragraph "2".

3. As to paragraph "3" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

4. As to paragraph "4" of the complaint, Respondent denies

knowledge and information sufficient to form a belief as to the allegations set forth in the Complaint at paragraph "4".

5. As to paragraphs "5","6", "7", "8", and "9" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

### **Respondents Identity**

6. As to paragraph "10" of the complaint, Respondent admits allegations set forth in the Complaint at paragraph "10".

7. As to paragraph "11" of the complaint, Respondent admits that he is a natural person allegations set forth in the Complaint at paragraph "10", but denies all other allegations contained in the Complaint paragraph "11".

8. As to paragraph "12" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

9. As to paragraph "13" of the complaint, Respondent admits allegations set forth in the Complaint at paragraph "13".

10. As to paragraph "14" of the complaint, Respondent admits allegations set forth in the Complaint at paragraph "14".

11. As to paragraph "15" of the complaint, Respondent denies knowledge and information sufficient to form a belief as to the allegations set forth in the Complaint at paragraph "15".

12. As to paragraph "16" of the complaint, Respondent denies knowledge and information sufficient to form a belief as to the allegations set forth in the Complaint at paragraph "16".

13. As to paragraphs "17", and "18" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

14. As to paragraph "19" Respondent admits the allegations specified as set forth in the Complaint at paragraphs "19".

15. As to paragraphs "20", "21" and "22" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

#### **Transaction Involving Respondent's Properties**

16. As to paragraphs "23", "24", "25", " 26", "27", "28", "29" and "30" of the Complaint Respondent admits the allegations specified as set forth in the Complaint at paragraphs "23", "24", "25", " 26", "27", "28", "29" and "30".

17. As to paragraph "31" of the Complaint, the Respondent admits allegations set forth in the Complaint at paragraph "31".

18. As to paragraph "32" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

19. As to paragraph "33" of the Complaint, the Respondent admits allegations set forth in the Complaint at paragraph "33".

**COUNT ONE**

**(Lead Warning Statement )**

20. As to Paragraph "34", Defendant repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

21. As to paragraph "35" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

22. As to paragraph "36" of the Complaint Respondent admits the allegations specified as set forth in the Complaint at paragraphs "36".

23. Denies the allegations set forth in the EPA's Complaint at paragraphs "37" and "38". The contract did in fact contain a lead warning statement pursuant to 40 C.F.R. Sec. 745.113 (b) (1), and was executed and made part of tenant's file at the time of leasing .

24. As to paragraph "39" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

25. As to paragraphs "40" and "41", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraphs "40" and "41". Respondent has ensured that

the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b)(1) and any cited violations are in error.

**COUNT TWO**

**Lead Warning Statement for Sold Premises**

26. As to Paragraph "42", Defendant repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

27. As to paragraph "43" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

28. As to paragraph "44" of the Complaint, Respondent, admits the existence of a contract but, but defers to the Court for a determination of whether this property falls under the statute describing it as "target housing" .

29. Denies the allegations set forth in the Complaint at paragraph "45".

30. As to paragraph "46", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "46". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a)(1) and any cited violations are in error.

31. As to paragraph "47" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

32. As to paragraph "48", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "48". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a)(1) and any cited violations are in error.

33. As to paragraph "49", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "49". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a)(1) and any cited violations are in error.

**COUNT THREE**

**(Lessor's Lead Based Paint Disclosure Statement)**

34. As to Paragraph "50", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

35. As to paragraph "51" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

36. As to paragraph "52" the Complaint, Respondent, admits the existence of a contract but, but defers to the Court for a determination of whether this property falls under the statute describing it as "target housing" .

37. As to paragraph "53", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "53". A statement by a lessor disclosing the presence of known lead base paint under a lead-based paint hazzard or indicating no knowledge of such presence, was in fact executed and included in the tenants file at the time of leasing.

38. As to paragraph "54", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "54". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b) (2)

39. As to paragraph "55" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

40. As to paragraph "56", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "56". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (1) and any cited violations are in error.

41. As to paragraph "57", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "57". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (1) and any cited violations are in error.



**COUNT FOUR**

**Seller's Lead Paint Disclosure Statement**

42. As to Paragraph "58", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

43. As to paragraph "59" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

44. As to paragraph "60" the Complaint , Respondent, admits the existence of a contract but, but defers to the Court for a determination of whether this property falls under the statute describing it as "target housing" .

45. Denies the allegations set forth in the Complaint at paragraph "61".

46. As to paragraph "62", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "62". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (2).

47. As to paragraph "63" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

48. As to paragraph "64", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at

paragraph "64". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (2).

49. As to paragraph "65", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "65". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (2) and any cited violations are in error.

#### **COUNT FIVE**

##### **(Lessor's Documentation Pertaining to Lead-Based Paint)**

50. As to Paragraph "66", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

51. As to paragraph "67" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

52. As to paragraph "68" the Complaint , Respondent, admits the existence of a contract but, defers to the Court for a determination of whether this property falls under the statute describing it as "target housing" .

53. Denies the allegations set forth in the Complaint at paragraph "69".

54. As to paragraph "70", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "70". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b)(3) .

55. As to paragraph "71" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

56. As to paragraph "72", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "72". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b)(3) .

57. As to paragraph "73", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "73". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b)(3) and any cited violations are in error.

#### **COUNT SIX**

##### **(Seller's Documentation Pertaining to Lead-Based Paint)**

58. As to Paragraph "74", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

59. As to paragraph "75" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

60. As to paragraph "76" the Complaint , Respondent, admits the existence of a contract but, but defers to the Court for a determination of weather this property falls under the statute describing it as "target housing" .

61. Denies the allegations set forth in the Complaint at paragraph "77".

62. As to paragraph "78", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "78". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (3) .

63. As to paragraph "79" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

64. As to paragraph "80", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "80". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (3).

65. As to paragraph "81", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint

at paragraph "81". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a)(3) and any cited violations are in error.

**COUNT SEVEN**

**(Lessee's Receipt of Information)**

66. As to Paragraph "82", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

67. As to paragraph "83" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

68. As to paragraph "84" the Complaint , Respondent, admits the existence of a contract but, but defers to the Court for a determination of weather this property falls under the statute describing it as "target housing" .

69. Denies the allegations set forth in the Complaint at paragraph "85".

70. As to paragraph "86", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "86". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b)(4) .

71. As to paragraph "87" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

72. As to paragraph "88", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "88". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b)(4).

73. As to paragraph "89", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "89". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b)(4) and any cited violations are in error.

#### **COUNT EIGHT**

##### **(Purchaser's Receipt of Information)**

74. As to Paragraph "90", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

75. As to paragraph "91" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

76. As to paragraph "92" the Complaint , Respondent,

admits the existence of a contract, but defers to the Court for a determination of whether this property falls under the statute describing it as "target housing" .

77. Denies the allegations set forth in the Complaint at paragraph "93".

78. As to paragraph "94", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "94". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (4) .

79. As to paragraph "95" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

80. As to paragraph "96", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "96". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (4) .

81. As to paragraph "97", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "97". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (4) and any cited violations are in error.

COUNT NINE

**(Purchaser's Statement re Risk Assessment or Property Inspection)**

82. As to Paragraph "98", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

83. As to paragraph "99" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

84. As to paragraph "100" the Complaint , Respondent, admits the existence of a contract, but defers to the Court for a determination of weather this property falls under the statute describing it as "target housing" .

85. Denies the allegations set forth in the Complaint at paragraph "101".

86. As to paragraph "102", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "102". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a)(5).

87. As to paragraph "103" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.



88. Denies the allegations set forth in the Complaint at paragraph "104".

89. As to paragraph "104", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "104". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (5).

90. As to paragraph "105", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "105". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (5) and any cited violations are in error.

#### **COUNT TEN**

##### **(Required Certification Statement for Lease Transaction)**

91. As to Paragraph "106", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

92. As to paragraph "107" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

93. As to paragraph "108" the Complaint, Respondent, admits the existence of a contract, but defers to the Court for a determination of whether this property falls under the statute

describing it as "target housing" .

94. Denies the allegations set forth in the Complaint at paragraph "109".

95. As to paragraph "110", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "110". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b) (6).

96. As to paragraph "111" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

97. As to paragraph "112", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "112". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b) (6).

98. As to paragraph "113", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "113". Respondent has ensured that the lessor has performed all activities required under 40 C.F.R. Sec. 745.113 (b) (6) and any cited violations are in error.

**COUNT ELEVEN**

**(Required Certification Statement for Purchase Transaction)**

99. As to Paragraph "114", Respondent repeats and realleges each and every response to paragraphs "1-33" of the Complaint with the same force and effect as if set forth herein at length.

100. As to paragraph "115" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

101. As to paragraph "116" the Complaint , Respondent, admits the existence of a contract, but defers to the Court for a determination of weather this property falls under the statute describing it as "target housing" .

102. Denies the allegations set forth in the Complaint at paragraph "117".

103. As to paragraph "118", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "118". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (7).

104. As to paragraph "119" of the Complaint, the Respondent neither admits nor denies, but requests that contents of the statutes cited speak for themselves.

105. As to paragraph "120", of the Complaint, the Respondent denies the allegations specified as set forth in the

Complaint at paragraph "120". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (7).

106. As to paragraph "121", of the Complaint, the Respondent denies the allegations specified as set forth in the Complaint at paragraph "121". Respondent has ensured that the seller has performed all activities required under 40 C.F.R. Sec. 745.113 (a) (7) and any cited violations are in error.

**WHEREFORE**, Respondent demands the EPA's Complaint be dismissed in its entirety without cost to Respondent.

**NOTICE OF HEARING REQUEST**


Please be advised, Respondent hereby requests a hearing pursuant to 40 C.F.R.22.15(c) be conducted in accordance with the relevant provisions of the Administrative Procedure Act, 5 U.S.C. Sec. 551-59, and the applicable procedures set forth in Subpart D of 40 C.F.R. Part 22.

**NOTICE OF REQUEST FOR INFORMAL SETTLEMENT CONFERENCE**

Please be advised, Respondent hereby requests an informal settlement conference relative to the allegations set forth in the

instant Complaint in accordance with 40 C.F.R. Sec. 22.18 (b).

Dated: Brooklyn, New York  
December 3, 2009

By:   
Rephoel A. Weitzner

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