



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

REPLY TO THE ATTENTION OF:
C-14J

UPS SIGNATURE MAIL

October 11, 2011

Patrick Wilber
YaYa Milwaukee, LLC
Sancho Properties, LLC
3201 North Holton Street
Milwaukee, Wisconsin 53212

RECEIVED

OCT 12 2011

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

Re: In the Matter of Patrick Wilber,
Docket No: **TSCA-05-2011-0021**

Dear Mr. Wilber:

The U.S. Environmental Protection Agency, Region 5 is making a second delivery attempt to send two copies of the enclosed Complaint against Mr. Patrick Wilber (Respondent or you), doing business as YaYa Milwaukee, LLC and Sancho Properties, LLC.

The original and one copy of this Complaint involving Patrick Wilber was sent via certified mail on September 28, 2011 and unclaimed as of October 11, 2011.

If you have any questions concerning this complaint, please contact Mr. Richard Clarizio, EPA Associate Regional Counsel, at (312) 886-0559.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Clarizio".

Richard Clarizio
Associate Regional Counsel

cc: Leslie Blake, LC-8J


CERTIFICATE OF SERVICE

This is to certify that two copies of this Complaint involving Patrick Wilber, was sent by United Parcel Service on October 11, 2011, along with a copy each of the "Consolidated Rules of Practice, 40 C.F.R. Part 22," and "Section 1018 Disclosure Rule Enforcement Response Policy" to:

Mr. Patrick Wilber
YaYa Milwaukee, LLC
Sancho Properties, LLC
3201 North Holton Street
Milwaukee, Wisconsin 53212

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
Richard Clarizio, Counsel for Complainant/C-14J
LaDawn Whitehead, Regional Hearing Clerk/E-19J



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

Docket No. **TSCA-05-2011-0021**

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OCT 12 2011

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY



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

SEP 26 2011

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Receipt No. 7009 1680 0000 7644 8352

YaYa Milwaukee, LLC
Attn: Mr. Patrick Wilber
Registered Agent
10511 W. Silver Spring Drive
Milwaukee, Wisconsin 53225

Re: In the Matter of Patrick Wilber,
Docket No: **TSCA-05-2011-0021**

Dear Mr. Wilber:

Enclosed is a complaint filed by the U.S. Environmental Protection Agency, Region 5 against Patrick Wilber under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a). The complaint alleges violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq.

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), EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 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.

In addition, whether or not you request a hearing, you may request an informal settlement conference. To request a conference, or if you have any questions about this matter, you may contact Richard Clarizio, Associate Regional Counsel at (312) 886-0559.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret M. Guerriero".

Margaret M. Guerriero
Director
Land and Chemicals Division

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 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 promulgated regulations codified at 40 C.F.R. Part 745, Subpart F, 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. § 745.100 requires, among other things, that the seller or lessor of target

apartment buildings and a single family residence in Milwaukee, Wisconsin at 3703 N. 1st Street, 3880 N. 18th Street, 1101 S. 19th Street, 1683 N. Franklin Place, 1424 W. Galena, 2856 N. Holten Avenue, 106 W. Keefe Avenue, 108 W. Keefe Avenue, 2131 W. Pierce, and 3172 N. Richards (Respondents' Properties).

16. Respondents' Properties were constructed prior to 1978.

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

18. On December 12, 2007, the City of Milwaukee Health Department (MHD) sent Respondent an order to correct condition of premises for deteriorated lead-based paint at 1101 S. 19th Street, Milwaukee, Wisconsin. The MHD order to correct condition of premises also informed Respondent that this order must be disclosed to purchasers and tenants under the Federal Lead-Based Paint Hazard Reduction Act and that the failure to disclose this information may result in a fine of up to \$11,000.

19. On May 13, 2008, a representative of the EPA conducted an inspection at Respondents' office at 3201 North Holton Street, Milwaukee, Wisconsin to monitor compliance with Section 1018 and its implementing regulations at 40 C.F.R. Part 745, Subpart F. On July 3, 2008, EPA requested Respondent Patrick Wilber to provide a response to questions and copies of leases. On July 29, 2008, Respondent provided a response which included copies of leases for all apartments occupied as of July 2008.

20. On the following dates, Respondents entered into the following 16 written lease agreements (contracts) with individuals for the lease of units in Respondents' apartment buildings and a single-family dwelling:

Wilber 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, the EPA asked Respondent to submit specific financial documents.

26. On May 21, 2011, Respondent, Patrick Wilber received the pre-filing notice letter referred to in paragraph 25, above. EPA received a response to the letter on June 7, 2011, requesting a 45-day extension. EPA received two responses on June 28, 2011, and August 2, 2011, with copies of lead disclosure forms. Respondent, in August of 2011, claimed an inability to pay a civil penalty. Respondent, on August 26, 2011, provided financial information to support his claim of inability to pay the proposed, approximate civil penalty. EPA reviewed this information and determined that it was insufficient to support an inability to pay analysis.

27. EPA sent on August 31, 2011, Respondent, Patrick Wilber a letter identifying the information that was need for EPA to conduct an ability to pay analysis. The Respondent was to provide this information within seven days of receiving the letter. The financial information EPA requested included completion of *Form 4506-T* to authorize the Internal Revenue Service to release transcripts of Respondent's tax returns to EPA for the past three years and *Individual Ability to Pay Claim Form*. Respondent has not provided this information.

28. Complainant has reviewed the financial information provided by Respondent, Patrick Wilber, on August 26, 2011, and has determined that it is incomplete to determine Respondents inability to pay a penalty.

36. Count 6: Respondents failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1683 N. Franklin Place, #6, Milwaukee, Wisconsin in the November 19, 2007 contract referenced in paragraph 20, above.
37. Count 7: Respondents failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1424 W. Galena, #1, Milwaukee, Wisconsin in the November 1, 2006 contract referenced in paragraph 20, above.
38. Count 8: Respondents failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1424 W. Galena, #3, Milwaukee, Wisconsin in the March 1, 2008 contract referenced in paragraph 20, above.
39. Count 9: Respondents failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2856 N. Holten Avenue, Lower, Milwaukee, Wisconsin in the April 1, 2008 contract referenced in paragraph 20, above.
40. Count 10: Respondents failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 106 W. Keefe Avenue, Lower, Milwaukee, Wisconsin in the March 1, 2008 contract referenced in paragraph 20, above.
41. Count 11: Respondents failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 106 W. Keefe Avenue, A&B, Milwaukee, Wisconsin in the September 1, 2007 contract referenced in paragraph 20, above.
42. Count 12: Respondents failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2131 W. Pierce, #3, Milwaukee, Wisconsin in the April 1, 2008 contract referenced in paragraph 20, above.
43. Count 13: Respondents failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 3172 N. Richards, Upper, Milwaukee, Wisconsin in

20, above.

49. Count 16: Respondents failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 3880 N. 18th Street, #7, Milwaukee, Wisconsin in the May 1, 2007 contract referenced in paragraph 20, above.

50. Count 17: Respondents failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1101 S. 19th Street, Lower, Milwaukee, Wisconsin in the April 1, 2007 contract referenced in paragraph 20, above.

51. Count 18: Respondents failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1683 N. Franklin Place, #4, Milwaukee, Wisconsin in the August 15, 2007 contract referenced in paragraph 20, above.

52. Count 19: Respondents failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1683 N. Franklin Place, #6, Milwaukee, Wisconsin in the November 19, 2007 contract referenced in paragraph 20, above.

53. Count 20: Respondents failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of

58. Count 25: Respondents failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2131 W. Pierce, #3, Milwaukee, Wisconsin in the April 1, 2008 contract referenced in paragraph 20, above.

59. Count 26: Respondents failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 3172 N. Richards, Upper, Milwaukee, Wisconsin in the November 1, 2006 contract referenced in paragraph 20, above.

60. Respondents' failure to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract, in each contract for each leasing transaction referenced in paragraphs 47 through 59, above, constitutes 13 violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 27 through 39

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

62. 40 C.F.R. § 45.100 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. § 45.113(b)(3) requires a lessor to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available, either within each contract

statement that no such records exist, either within the contract or as an attachment to the contract for 1683 N. Franklin Place, #4, Milwaukee, Wisconsin in the August 15, 2007 contract referenced in paragraph 20, above.

68. Count 32: Respondents failed to include 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, either within the contract or as an attachment to the contract for 1683 N. Franklin Place, #6, Milwaukee, Wisconsin in the November 19, 2007 contract referenced in paragraph 20, above.

69. Count 33: Respondents failed to include 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, either within the contract or as an attachment to the contract for 1424 W. Galena, #1, Milwaukee, Wisconsin in the November 1, 2006 contract referenced in paragraph 20, above.

70. Count 34: Respondents failed to include 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, either within the contract or as an attachment to the contract for 1424 W. Galena, #3, Milwaukee, Wisconsin in the March 1, 2008 contract referenced in paragraph 20, above.

71. Count 35: Respondents failed to include 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, either within the contract or as an attachment to the contract for 2856 N. Holten Avenue, Lower, Milwaukee, Wisconsin in the April 1, 2008 contract referenced in paragraph 20, above.

leasing transaction referenced in paragraphs 63 through 75, above, constitutes 13 violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 40 through 52

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

78. 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 a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract.

79. Count 40: Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 3703 N. 1st Street, Upper, Milwaukee, Wisconsin in the November 1, 2007 contract referenced in paragraph 20, above.

80. Count 41: Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 3880 N. 18th Street, #5, Milwaukee, Wisconsin in the December 1, 2006 contract referenced in paragraph 20, above.

81. Count 42: Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information

86. Count 47: Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1424 W. Galena, #3, Milwaukee, Wisconsin in the March 1, 2008 contract referenced in paragraph 20, above.

87. Count 48: Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2856 N. Holten Avenue, Lower, Milwaukee, Wisconsin in the April 1, 2008 contract referenced in paragraph 20, above.

88. Count 49: Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 106 W. Keefe Avenue, Lower, Milwaukee, Wisconsin in the March 1, 2008 contract referenced in paragraph 20, above.

89. Count 50: Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 106 W. Keefe, A&B, Milwaukee, Wisconsin in the September 1, 2007 contract referenced in paragraph 20, above.

90. Count 51: Respondents failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the

November 1, 2007 contract referenced in paragraph 20, above.

96. Count 54: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3880 N. 18th Street, #5, Milwaukee, Wisconsin in the December 1, 2006 contract referenced in paragraph 20, above.

97. Count 55: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3880 N. 18th Street, #7, Milwaukee, Wisconsin in the May 1, 2007 contract referenced in paragraph 20, above.

98. Count 56: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3880 N. 18th Street, #8, Milwaukee, Wisconsin in the October 1, 2007 contract referenced in paragraph 20, above.

99. Count 57: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1101 S. 19th Street, Lower, Milwaukee, Wisconsin in the April 1, 2007 contract referenced in paragraph 20, above.

100. Count 58: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1683 N. Franklin Place, #4, Milwaukee, Wisconsin in the August 15, 2007 contract referenced in paragraph 20, above.

101. Count 59: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an

certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 108 W. Keefe, Upper, Milwaukee, Wisconsin in the November 1, 2007 contract referenced in paragraph 20, above.

108. Count 66: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2131 W. Pierce, #3, Milwaukee, Wisconsin in the April 1, 2008 contract referenced in paragraph 20, above.

109. Count 67: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 2131 W. Pierce, #7, Milwaukee, Wisconsin in the January 1, 2008 contract referenced in paragraph 20, above.

110. Count 68: Respondents failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3172 N. Richards, Upper, Milwaukee, Wisconsin in the November 1, 2006 contract referenced in paragraph 20, above.

111. Respondents' failure to include the signatures of the lessor and the lessee certifying to the accuracy of their statements along with the dates of signature for each rental transaction, either within each contract or as an attachment to each contract to lease target housing, as referenced in paragraphs 95 through 110, above, constitutes 16 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

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

Count 10

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

Count 11

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

Count 12

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

Count 13

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

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).....\$5,160

Count 16

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

Count 17

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

Count 18

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

Count 28

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
745.113(b)(3).....\$1,680

Count 29

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
745.113(b)(3).....\$260

Count 30

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
745.113(b)(3).....\$1,680

Count 31

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
745.113(b)(3).....\$260

Count 32

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
745.113(b)(3).....\$260

Count 33

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
45.113(b)(3).....\$1,680

Count 34

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
745.113(b)(3).....\$260

Count 35

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
745.113(b)(3).....\$1,680

Count 36

42 U.S.C. § 4852d(b)(5)
and 40 C.F.R. §
745.113(b)(3).....\$1,680

Count 46

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

Count 47

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

Count 48

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

Count 49

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

Count 50

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

Count 51

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

Count 52

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

Count 53

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

Count 54

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

Count 63

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

Count 64

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

Count 65

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

Count 66

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

Count 67

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

Count 68

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

Total Proposed Civil Penalty..... \$140,330

113. 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, affect 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.

114. EPA calculates penalties by applying its Section 1018 - Disclosure Rule Enforcement

Respondents 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 Richard Clarizio to receive any answer and subsequent legal documents that Respondents serve in this proceeding. You may telephone Mr. Clarizio at (312) 886-0559. His address is:

Richard Clarizio (C-14J)
Associate Regional Counsel
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Penalty Payment

Respondents 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, MO 63197-9000

Respondents must include the case name and docket number on the check and in the letter transmitting the check. Respondents simultaneously must send copies of the check and transmittal letter to Mr. Clarizio and to:

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

Answer and Opportunity to Request a Hearing

If Respondents contest any material fact upon which the Complaint is based or the

22.17 of the Consolidated Rules. Default by Respondents constitutes an admission of all factual allegations in the Complaint and a waiver of the right to contest the factual allegations. Respondents 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 Respondents request a hearing, Respondents 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, Respondents may contact Richard Clarizio at the address provided above.

Respondents' request for an informal settlement conference does not extend the 30-calendar-day period for filing a written Answer to this Complaint. Respondents 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

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

Consent Agreement and Final Order

The EPA has authority, where appropriate, to modify the amount of the proposed penalty to reflect any settlement reached with you in an informal conference. The terms of the settlement would be embodied in a Consent Agreement and Final Order. A Consent

CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Complaint involving Patrick Wilber, was filed on September, 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. 7009 1680 0000 7660 5885, to:

YaYa Milwaukee, LLC
ATTN: Patrick Wilber
10511 W. Silver Spring Drive
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with intra-Agency copies to:

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Frederick Brown, PTCS (LC-8J)
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Docket No. TSCA-05-2011-0021

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