



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

November 4, 2011

REPLY TO THE ATTENTION OF
E-19J

Honorable Susan L. Biro
Office of Administrative Law Judges
U. S. Environmental Protection Agency
Ariel Rios Building, Mailcode: 1900L
1200 Pennsylvania Ave., NW
Washington, D.C. 20460



RE: In The Matter of: *Babic Rental Ventures, LLC (Belleville, Illinois)*
Docket No.: TSCA-05-2011-0018
Complaint Date: September 12, 2011
Total Proposed Penalty: \$32,555.00

Dear Judge Biro:

Enclosed is a copy of the Respondent's Answer to an Administrative Complaint for *Babic Rental Ventures, LLC* in Belleville, Illinois.

Please assign an Administrative Law Judge for this case. If you have questions contact me at (312) 886-3713.

Sincerely,

La Dawn Whitehead
Regional Hearing Clerk

Enclosure

cc: Paul J. Evans, Esquire
Angela Davidson-Garlick, Esquire
Evans Law Firm, P.C.
Attorneys At Law
817 West U.S. Highway 50
O'Fallon, Illinois 62269
(618) 628-9092

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November 3, 2011

Via Federal Express

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

RE: In re the Matter of Babic Rental Ventures, LLC
Belleville, IL

Dear Sir or Madam:

Enclosed please find an original and one copy of respondent's Answer, relative to the above-captioned matter. Please return a file-marked copy of same to the attention of the undersigned in the self-addressed, stamped envelope provided.

Thank you.

Very truly yours,



Angela Davidson-Garlick

ADG:tad

Enclosures

cc: Mr. John Tielsch (w/enc.)

RECEIVED
NOV - 4 2011

**REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY**

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of)

Babic Rental Ventures, LLC)
Belleville, Illinois,)

Respondent,)

)Docket No. TSCA-05-2011-0018

RECEIVED

NOV - 4 2011

ANSWER

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

COMES NOW Respondent, Babic Rental Ventures, LLC, by and through

counsel, Paul J. Evans and Angela Davidson-Garlick of the Evans Law Firm,
P.C., and for and in support of its Answer to Complainant's Complaint, states as
follows:

1. Respondent lacks sufficient information to either admit or deny paragraph 1 and therefore denies same.
2. Respondent lacks sufficient information to either admit or deny paragraph 2 and therefore denies same.
3. Respondent denies such part of paragraph 3 that alleges Respondent is a corporation. By way of further answer, Respondent states it is a Limited Liability Company. Respondent admits all other allegations in paragraph 3.

Statutory and Regulatory Background

4. Respondent acknowledges the existence of the statute referenced in paragraph 4 and states the Court may read and interpret the statute as it is written. Respondent lacks sufficient information to either admit or deny all other statements contained within paragraph 4.
5. Respondent acknowledges the existence of the statute referenced in paragraph 5 and states the Court may read and interpret the statute as it is written.

6. Respondent acknowledges the existence of the statute referenced in paragraph 6 and states the Court may read and interpret the statute as it is written.
7. Respondent acknowledges the existence of the statute referenced in paragraph 7 and states the Court may read and interpret the statute as it is written.
8. Respondent acknowledges the existence of the statute referenced in paragraph 8 and states the Court may read and interpret the statute as it is written.
9. Respondent acknowledges the existence of the statute referenced in paragraph 9 and states the Court may read and interpret the statute as it is written.
10. Respondent acknowledges the existence of the statute referenced in paragraph 10 and states the Court may read and interpret the statute as it is written.
11. Respondent acknowledges the existence of the statute referenced in paragraph 11 and states the Court may read and interpret the statute as it is written.
12. Respondent acknowledges the existence of the statute referenced in paragraph 12 and states the Court may read and interpret the statute as it is written.
13. Respondent acknowledges the existence of the statute referenced in paragraph 13 and states the Court may read and interpret the statute as it is written.

General Allegations

14. Respondent incorporates by reference its responses to paragraphs 1-13 as if set forth in this paragraph.
15. Respondent admits the allegations contained within paragraph 15.
16. Respondent admits the allegations contained within paragraph 16.
17. Respondent lacks sufficient information to either admit or deny paragraph 17 and therefore denies same.
18. Respondent admits the allegations contained within paragraph 18.

19. Respondent admits the allegations contained within paragraph 19.
20. Respondent admits the allegations contained within paragraph 20.
21. Respondent acknowledges the existence of the statute referenced in paragraph 21 and states the Court may read and interpret the statute as it is written. Respondent lacks sufficient information to either admit or deny all other statements contained within paragraph 21.
22. Respondent acknowledges the existence of the statute referenced in paragraph 22 and states the Court may read and interpret the statute as it is written. Respondent lacks sufficient information to either admit or deny all other statements contained within paragraph 22.
23. Respondent admits the allegations contained within paragraph 23.
24. Respondent admits the allegations contained within paragraph 24.
25. Respondent admits the allegations contained within paragraph 25. By way of further answer Respondent has actively cooperated with the Claimant regarding this matter and is in the process of providing proposals for Supplemental Environmental Projects.

Counts 1 through 2

26. Respondent incorporates by reference its responses to paragraphs 1-25 as if set forth in this paragraph.
27. Respondent acknowledges the existence of the statute referenced in paragraph 27 and states the Court may read and interpret the statute as it is written.
28. **Count 1:** Respondent admits that the date on the Lead Warning Statement was November 1, 2008 and the date on the lease was October 31, 2008. By way of further answer, Respondent states that upon information and belief the Lead Warning Statement was provided to the tenant at the time of the lease's execution.
29. **Count 2:** Respondent admits that the date on the Lead Warning Statement was January 23, 2009 and the date on the lease was signed on January 16, 2009. By way of further answer, Respondent states that as soon as the oversight was recognized the tenant was provided a Lead Warning Statement. At no time was a request made by lessee to terminate the lease nor did Respondent take any steps to prevent the termination of the lease if requested by tenant.

30. Respondent acknowledges the existence of the statute referenced in paragraph 30 and states the Court may read and interpret the statute as it is written.

Counts 3 through 8

31. Respondent incorporates its responses to paragraphs 1 through 25 as if set forth in this paragraph.

32. Respondent acknowledges the existence of the statute referenced in paragraph 32 and states the Court may read and interpret the statute as it is written.

33. **Count 3:** Respondent denies the allegations contained within paragraph 33. By way of further answer, Respondent states that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided at the time of the lease's execution. Respondent's Agent initialed the line that noted "Agent has no records/reports of lead-based paint and/or lead-based paint hazards in the dwelling. Pamphlet provided." Respondent admits that the "box" noting that the "Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling" was not checked.

34. **Count 4:** Respondent denies the allegations contained within paragraph 34. By way of further answer, Respondent states that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided at the time of the lease's execution. Respondent's Agent initialed the line that noted "Agent has no records/reports of lead-based paint and/or lead-based paint hazards in the dwelling. Pamphlet provided." Respondent admits that the "box" noting that the "Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling" was not checked.

35. **Count 5:** Respondent denies the allegations contained within paragraph 35. By way of further answer, Respondent states that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided at the time of the lease's execution. Respondent's Agent initialed the line that noted "Agent has no records/reports of lead-based paint and/or lead-based paint hazards in the dwelling. Pamphlet provided." Respondent admits that the "box" noting that the "Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling" was not checked.

36. **Count 6:** Respondent denies the allegations contained within paragraph 36. By way of further answer, Respondent states that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was

provided at the time of the lease's execution. Respondent's Agent initialed the line that noted "Agent has no records/reports of lead-based paint and/or lead-based paint hazards in the dwelling. Pamphlet provided." Respondent admits that the "box" noting that the "Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling" was not checked.

37. **Count 7:** Respondent admits the allegation contained within paragraph 37 that the time of the lease's execution a Lead Warning Statement was not provided. By way of further answer, Respondent states that at the time of the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards, Respondent's Agent initialed the line that noted "Agent has no records/reports of lead-based paint and/or lead-based paint hazards in the dwelling. Pamphlet provided." Respondent admits that the "box" noting that the "Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling" was not checked. At no time was a request made by lessee to terminate the lease nor did Respondent take any steps to prevent the termination of the lease if requested by tenant.

38. **Count 8:** Respondent denies the allegations contained within paragraph 38. By way of further answer, Respondent states that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided at the time of the lease's execution. Respondent's Agent initialed the line that noted "Agent has no records/reports of lead-based paint and/or lead-based paint hazards in the dwelling. Pamphlet provided." Respondent admits that the "box" noting that the "Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling" was not checked.

39. Respondent acknowledges the existence of the statutes referenced in paragraph 39 and states the Court may read and interpret the statutes as they are written. By way of further answer, Respondent states that a penalty is not warranted as it is clear that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided.

Counts 9 through 10

40. Respondent incorporates its responses to paragraphs 1 through 25 as if set forth in this paragraph.

41. Respondent acknowledges the existence of the statutes referenced in paragraph 41 and states the Court may read and interpret the statutes as they are written.

42. **Count 9:** Respondent denies the allegations contained within paragraph 42. By way of further answer, Respondent states that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided at the time of the lease's execution. Respondent's Agent initialed the line that noted "Agent has no records/reports of lead-based paint and/or lead-based paint hazards in the dwelling. Pamphlet provided."
43. **Count 10:** Respondent admits the allegation contained within paragraph 43 that the time of the lease's execution a Lead Warning Statement was not provided. By way of further answer, Respondent states that at the time of the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards, Respondent's Agent initialed the line that noted "Agent has no records/reports of lead-based paint and/or lead-based paint hazards in the dwelling. Pamphlet provided."
44. Respondent acknowledges the existence of the statutes referenced in paragraph 44 and states the Court may read and interpret the statutes as they are written. By way of further answer, Respondent states that a penalty is not warranted as it is clear that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided and the Respondent attempted to comply with the applicable statutes.

Counts 11 through 12

45. Respondent incorporates its responses to paragraphs 1 through 25 as if set forth in this paragraph.
46. Respondent acknowledges the existence of the statutes referenced in paragraph 46 and states the Court may read and interpret the statutes as they are written.
47. **Count 11:** Respondent denies the allegations contained within paragraph 47. By way of further answer, Respondent states that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided at the time of the lease's execution. By way of further answer, Lessee initialed the acknowledgement of receipt of all information listed above on the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards.
48. **Count 12:** Respondent admits the allegation contained within paragraph 48 that the time of the lease's execution a Lead Warning Statement was not provided. By way of further answer, Respondent states that at the time of the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards, Lessee initialed the acknowledgement of

receipt of all information listed above on the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards.

49. Respondent acknowledges the existence of the statutes referenced in paragraph 49 and states the Court may read and interpret the statutes as they are written. By way of further answer, Respondent states that a penalty is not warranted as it is clear that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided, the lessees acknowledged receipt of said disclosure, and the Respondent attempted to comply with the applicable statutes.

Counts 13 through 18

50. Respondent incorporates its responses to paragraphs 1 through 25 as if set forth in this paragraph.
51. Respondent acknowledges the existence of the statutes referenced in paragraph 51 and states the Court may read and interpret the statutes as they are written.
52. **Count 13:** Respondent admits that the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards provided at the time of the lease's execution did not contain a signature. By way of further answer, Agent's and Lessee's initials do appear on the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards, and as such it is clear Respondent was attempting to comply with the statute.
53. **Count 14:** Respondent admits that the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards provided at the time of the lease's execution did not contain a signature. By way of further answer, Agent's and Lessee's initials do appear on the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards, and as such it is clear Respondent was attempting to comply with the statute.
54. **Count 15:** Respondent admits that the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards provided at the time of the lease's execution did not contain a signature. By way of further answer, Agent's and Lessee's initials do appear on the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards, and as such it is clear Respondent was attempting to comply with the statute.
55. **Count 16:** Respondent admits that the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards provided at the time of the lease's execution did not contain a signature. By way of further answer, Agent's and Lessee's initials do appear on the Disclosure of Lead-

Based Paint and/or Lead Based Paint Hazards, and as such it is clear Respondent was attempting to comply with the statute.

56. **Count 17:** Respondent admits that the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards provided to the lessee did not contain a signature. By way of further answer, Agent's and Lessee's initials do appear on the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards, and as such it is clear Respondent was attempting to comply with the statute.
57. **Count 18:** Respondent admits that the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards provided at the time of the lease's execution did not contain a signature. By way of further answer, Agent's and Lessee's initials do appear on the Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards, and as such it is clear Respondent was attempting to comply with the statute.
58. Respondent acknowledges the existence of the statutes referenced in paragraph 58 and states the Court may read and interpret the statutes as they are written. By way of further answer, Respondent states that a penalty is not warranted as it is clear that a Disclosure of Lead-Based Paint and/or Lead Based Paint Hazards was provided, was initialed by both the lessee and the Agent, the lessees acknowledged receipt of said disclosure, and the Respondent attempted to comply with the applicable statutes.

Proposed Civil Penalty

59. Respondent states that a civil penalty is not warranted against Respondent as it is clear that Respondent attempted to comply with the applicable statutes. Further, Respondent states that after contact by the Complainant, Respondent has cooperated with Complainant in resolving this matter. Alternatively, a reduced penalty should be assessed based upon the Respondent's willingness to cooperate with the Complainant.
60. Respondent acknowledges the existence of the statutes referenced in paragraph 60 and states the Court may read and interpret the statutes as they are written.
61. Respondent acknowledges the existence of the statutes referenced in paragraph 61 and states the Court may read and interpret the statutes as they are written.
62. Respondent admits that the letter dated July 19, 2010, EPA advised Respondent that EPA was planning to file a civil administrative


complaint. By way of further answer, Respondent also received a letter from EPA dated August 25, 2011 that offered a penalty of \$21,000 and required a response on or before September 12, 2011. Respondent provided a response on September 12, 2011 accepting the offer of \$21,000 and proposed several Supplemental Environmental Projects.

WHEREFORE, Respondent, BABIC RENTAL VENTURES, LLC, by and through its attorneys, Paul J. Evans and Angela Davidson-Garlick of the Evans Law Firm, P.C., pray this Court to enter an order:

- a. denying the relief requested by Complainant or
- b. alternatively enter an Order consistent with the August 25, 2011 letter from EPA to Respondent,
- c. setting this matter for hearing and settlement conference, and
- d. for such other relief as the Court deems just and reasonable.

Respectfully Submitted,





Paul J. Evans, #6201148
Angela Davidson-Garlick, #6294944
Attorney at Law
817 West U.S. Highway 50
O'Fallon, IL 62269
(618) 628-9092

CERTIFICATE OF SERVICE

Under penalties as provided by law, the undersigned certifies that a copy of the foregoing instrument was served upon each party, or attorney of record, by enclosing the same in an envelope addressed to each, at the address stated below, with postage fully prepaid, and by depositing said envelope in a U.S. Post Office mail box in O'Fallon, Illinois, prior to 5:00 p.m. on the 3rd day of NOV, 2011.

Mr. John Tielsch,
Counsel for Complainant/C-14J
Region 5
77 W. Jackson Blvd.
Chicago, IL 60604-3590