

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
BEFORE THE ADMINISTRATOR

RECEIVED
REGIONAL HEARING CLERK
U.S. EPA REGION 5

2012 JUN 11 AM 2:35

In the Matter of)
)
Cameel Halim; Wilmette Real Estate & Management,)
Company, LLC; WR Property Management, LLC;)
BCHFARGO, LLC; BCHROSCOE, LLC;)
BCH5036, LLC; BCH5625, LLC; BCH5633, LLC;)
BCH5746, LLC; BCH5900, LLC; HCT6026, LLC;)
BCHTOWER, LLC; BCHCHURCH, LLC;)
BCHHOYNE, LLC; BCHKENMO 6230, LLC;)
BCH6300, LLC; BCHSIMPSON, LLC; HCT727, LLC;)
BCHSEELEY, LLC; HCTJACKSON, LLC;)
BCH801, LLC; BCH817, LLC; BCH5830, LLC; and)
BCHEASTWOOD, LLC;)
)
Respondents.)
)

Docket No. TSCA-05-2011-0020

Motion to Withdraw Administrative Complaint, With Prejudice

Complainant, the United States Environmental Protection Agency, Region 5, hereby files this Motion to Withdraw Administrative Complaint, With Prejudice.

On April 6, 2012, the United States, at the request and on behalf of the U.S. Environmental Protection Agency and the U.S. Department of Housing and Urban Development, filed a Complaint in the Northern District of Illinois against Wilmette Real Estate & Management Company, LLC; WR Property Management, LLC; BCHJUNEWAY, LLC; HTC1624, LLC; BCH1702, LLC; BCHNSHORE, LLC; BCHCENTRAL, LLC; BCHSUMMERDALE, LLC; BCHCUSTER, LLC; BCHREBA, LLC; BCHFARGO, LLC; BCH5900, LLC; HTC727, LLC; BCHSEELEY, LLC; HTCJACKSON, LLC; and BCH801, LLC asserting claims under Section 1018 of the Lead Hazard Reduction Act, 42 U.S.C. § 4852d, and Section 15 of the Toxic Substances Control Act, 15 U.S.C. § 2616, in Case No. 1:12 cv 02534. The same day, the United States lodged a proposed Consent Decree to resolve this matter. The United States published notice of the proposed Consent Decree in the Federal Register, 77 Fed. Reg. 22,612 (April 16, 2012), to commence a 30-day public comment period. That public comment period ended on May 16, 2012.

The Consent Decree provides that upon entry of the Consent Decree, EPA will request that this Court dismiss the underlying administrative complaint in this matter, Docket No. TSCA-05-2011-0020, with prejudice.

Having received no comments on the proposed Consent Decree, on May 23, 2012, the United States filed a Motion to Enter the Consent Decree in this matter. On May 25, 2012, the Consent Decree was signed by the Honorable Milton I. Shadur. On May 30, 2012, the Consent Decree was entered in the United States District Court for the Northern District of Illinois. A copy of the Consent Decree is appended to this Motion.

Accordingly, Complainant respectfully requests that this Court dismiss the underlying administrative complaint, Docket No. TSCA-05-2011-0020, with prejudice.

Respectfully submitted,

U.S. Environmental Protection Agency

A handwritten signature in black ink, appearing to read "Mary T. McAuliffe", is written over a horizontal line.

Mary T. McAuliffe
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5 (C-14J)
77 West Jackson Blvd.
Chicago, Illinois 60604
mcauliffe.mary@epa.gov
Phone: (312) 886-6237
Fax: (312) 692-2923

In the Matter of Cameel Halim, et al.
Docket No. TSCA-05-2011-0020

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CERTIFICATE OF SERVICE

2012 JUN 11 AM 2:36

I hereby certify that on June 11, 2012, I filed the original and one copy of this Motion to Withdraw Administrative Complaint, With Prejudice with LaDawn Whitehead, Regional Hearing Clerk, EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois 60604, and placed a copy of the Motion to Withdraw Administrative Complaint, With Prejudice to be mailed by Pouch Mail to:

Honorable Susan L. Biro
Office of Administrative Law Judges
U.S. Environmental Protection Agency
Ariel Rios Building, Mail Code 1900L
Washington, D.C. 20460

and placed for pickup to be mailed a copy of the Motion to Withdraw Administrative Complaint, With Prejudice to:

Alan M. Didesch, General Counsel
WR Property Management, LLC
107 Green Bay Road
Wilmette, Illinois 60091-3303



Mary T. McAuliffe
Associate Regional Counsel

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U.S. EPA REGION 5

CE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JUN 11 AM 2:37

UNITED STATE OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 WILMETTE REAL ESTATE &)
 MANAGEMENT COMPANY, LLC;)
 WR PROPERTY MANAGEMENT, LLC;)
 BCHJUNEWAY, LLC; HCT1642, LLC;)
 BCH1702, LLC; BCHNSHORE, LLC;)
 BCHCENTRAL, LLC; BCHSUMMERDALE,)
 LLC; BCHCUSTER, LLC; BCHREBA, LLC;)
 BCHFARGO, LLC; BCH5900, LLC;)
 HCT727, LLC; BCHSEELEY, LLC;)
 HCTJACKSON, LLC; and BCH801, LLC,)
)
 Defendants.)

Civil Action No.

CONSENT DECREE

WHEREAS, Plaintiff, the United States of America, on behalf of the United States Department of Housing and Urban Development ("HUD") and the United States Environmental Protection Agency ("EPA"), has filed a complaint alleging that Wilmette Real Estate & Management Company, LLC; WR Property Management, LLC; BCHJUNEWAY, LLC; HCT1642, LLC; BCH1702, LLC; BCHNSHORE, LLC; BCHCENTRAL, LLC; BCHSUMMERDALE, LLC; BCHCUSTER, LLC; BCHREBA, LLC; BCHFARGO, LLC; BCH5900, LLC; HCT727, LLC; BCHSEELEY, LLC; HCTJACKSON, LLC; and BCH801, LLC (collectively "Defendants") violated Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Section 1018"), 42 U.S.C. § 4852d; and

WHEREAS, Defendant BCHNSHORE, LLC owns the residential property located at 1716-1726 W. North Shore, Chicago, Illinois, constructed prior to 1978 containing approximately 38 units; and

WHEREAS, Defendant BCHCENTRAL, LLC owns the residential property located at 200-214 N. Central, Chicago, Illinois, constructed prior to 1978 containing approximately 43 units; and

WHEREAS, Defendant BCHSUMMERDALE, LLC owns the residential property located at 2709-2715 W. Summerdale, Chicago, Illinois and 5316-5322 N. Washtenaw, Chicago, Illinois (these two addresses constitute one building) constructed prior to 1978 containing approximately 39 units; and

WHEREAS, Defendant BCHREBA, LLC owns the residential property located at 722 Reba, Evanston, Illinois, constructed prior to 1978 containing approximately 13 units; and

WHEREAS, Defendant BCHCUSTER, LLC owns the residential property located at 301-11 Custer, Evanston, Illinois, constructed prior to 1978 containing approximately 21 units; and

WHEREAS, Defendant BCHFARGO, LLC owns the residential property located at 2100-2110 W. Fargo, Chicago, Illinois, constructed prior to 1978 containing approximately 37 units; and

WHEREAS, Defendant BCH5900, LLC owns the residential property located at 5900-5910 N. Kenmore, Chicago, Illinois, constructed prior to 1978 containing approximately 37 units; and

WHEREAS, Defendant HCT727, LLC owns the residential property located at 727-729 Seward, Evanston, Illinois, constructed prior to 1978 containing approximately 15 units; and

WHEREAS, the United States alleges it is entitled to seek injunctive relief in a judicial action, including, but not limited to, an order requiring Defendants to comply with Section 1018 prospectively, and an order requiring Defendants to abate Lead-Based Paint; and

WHEREAS, the United States alleges that Defendants are subject to administrative civil penalties by HUD and EPA for violations of Section 1018 of up to \$11,000 per violation; and

WHEREAS, HUD has filed an administrative complaint Docket No. HUDALJ-11-F-075-LBP-1, alleging violations of Section 1018 against parties including Settling Defendants; and

WHEREAS, EPA has filed an administrative complaint Docket No. TSCA-05-2011-0020, alleging violations of Section 1018 against parties including Settling Defendants; and

WHEREAS, the United States and Defendants agree that settlement of the claims of the United States without further litigation is in the public interest and Settling Defendants agree that entry of this Consent Decree is an appropriate means of resolving this matter; and

WHEREAS, the Parties agree that settlement and entry of this Consent Decree does not constitute admission or acknowledgment of liability or wrongdoing by Defendants, but is intended solely to settle all claims asserted by the United States against Defendants for violations of Section 1018 and the regulations thereunder on the terms set forth herein; and

WHEREAS, the United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest; and

NOW, THEREFORE, upon consent and agreement of the United States and the Settling Defendants, and the Court having considered the matter and been duly advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Decree, which are defined in the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Act"), shall have the meaning given in the Act or in any regulations promulgated pursuant to the Act. Whenever other terms listed below are used in this Consent Decree, the following definitions shall apply:

A. "Abatement" shall mean any measure or set of measures designed to permanently eliminate Lead-Based Paint. Abatement includes, but is not limited to the removal of Lead-Based Paint, the permanent enclosure of Lead-Based Paint, or the replacement of painted components or fixtures.

B. "Appropriate Defendants" shall mean the owner Defendant that owns the property to which the Paragraph applies, Wilmette Real Estate & Management Company, LLC, WR Property Management, LLC, and Cameel Halim.

C. "Chicago" shall mean the City of Chicago, a municipal corporation, including its departments, agencies, and instrumentalities;

D. "Clearance Examination" shall mean an activity conducted after Lead-Based Paint Abatement work, pursuant to Chapter 15 of the HUD Guidelines, has been performed to determine that the Lead-Based Paint Abatement work is complete and that no settled dust-lead hazards exist in the unit, common areas, or in an exterior living area. The clearance process includes a visual assessment for visible settled dust, paint chips, or debris and collection and analysis of environmental samples. If Lead-Based Paint Abatement work is performed in separate stages, clearance shall be achieved after each event before occupants are allowed to re-enter the work area. The appropriate clearance standards shall be the more restrictive of those

walls, baseboards and shoe moldings, stair risers, and chair rails, and similar components on outside decks and porches.

K. **"Inspector"** shall mean an individual who has been trained by an EPA- or state-accredited training program and certified by EPA or an authorized state to perform Lead-Based Paint inspections.

L. **"Interest"** shall mean interest pursuant to 28 U.S.C. § 1961.

M. **"Lead Supervisor"** shall mean a person certified or licensed by EPA or an EPA-authorized state to perform lead abatement, supervise lead abatement workers who perform lead abatement, and prepare occupant protection plans and abatement reports as defined in 40 C.F.R. § 745.226 or the applicable state law and/or regulations in an EPA-authorized state.

N. **"Lead-Based Paint"** shall mean paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight. If a Subject Property is located in a jurisdiction with a more stringent definition of Lead-Based Paint or safety standard, "Lead-Based Paint," as used herein, shall mean paint or other surface coatings that meet the more stringent standard.

O. **"Lead-Based Paint Free"** shall mean housing that has been found to be free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight. If a Subject Property is located in a jurisdiction with a more stringent definition of Lead-Based Paint or safety standard, "Lead-Based Paint Free," as used herein, shall mean housing that meets the more stringent standard.

P. **"Lead-Based Paint Free Certification"** shall mean a signed certification provided by the certified Lead-Based Paint Inspector or Risk Assessor who conducted the Lead-Based Paint inspection that states:

Y. **“United States”** shall mean the United States of America on behalf of HUD and EPA.

Z. **“Year of First Construction”** shall mean the year the first building on the property was constructed if the Subject Property has multiple buildings with different years of construction. Where a building was constructed over more than one year, this date shall be the date the construction permit was obtained, or if no permit was obtained, the year construction started.

IV. COMPLIANCE WITH SECTION 1018

6. Settling Defendants shall comply with all requirements of Section 1018 and its implementing regulations.

7. No later than four (4) Months after the Effective Date of this Consent Decree, Appropriate Defendants shall provide to each tenant in the Subject Properties a “Protect Your Family from Lead in Your Home” pamphlet approved by EPA, “The Lead-Safe Certified Guide to Renovate Right Important Lead Hazard Information for Families, Child Care Providers and Schools” pamphlet, and a “lead-based paint disclosure form” which shall include, at a minimum, the following:

A. Provide full copies of any available records or reports concerning Lead-Based Paint or Lead-Based Paint Hazards in the unit and common areas, including exteriors of that property only. In the alternative, a summary, drafted by a certified Lead-Based Paint Inspector or Risk Assessor, of any information concerning the existence or non-existence of Lead-Based Paint and/or Lead-Based Paint Hazards in the unit and common areas, including exteriors of that property only may be provided along with the opportunity for each tenant to review such records or reports;

District of Illinois. Any funds received after 5:00 p.m. (EST) shall be credited on the next business Day.

11. Notification that payment of the federal civil penalty has been made, referencing the DJ Number 90-5-2-1-09045 and the civil action case name and case number of the Northern District of Illinois, shall be provided in accordance with the notification provisions of Section XVI.

12. If Settling Defendants fail to make any payment under Paragraph 9, Settling Defendants shall be subject to Stipulated Penalties pursuant to Paragraph 21.A. of this Consent Decree. In addition, Interest shall accrue on any unpaid amounts until the total amount due has been received.

13. Settling Defendants shall not deduct the civil penalty paid to the United States, nor any Interest or Stipulated Penalties, paid under this Consent Decree from their federal, state, or local income taxes, and the United States does not in any way release Settling Defendants from any claims arising under Title 26 of the United States Code.

VI. WORK TO BE PERFORMED

14. For each Subject Property, within five (5) years after the Effective Date of this Consent Decree the following Lead-Based Paint Abatement work shall be performed on the windows of each Subject Property in Appendix 1 and exterior porches (including balconies and stairwells) of each Subject Property in Appendix 2.

A. **Exterior Windows:** Limited Lead-Based Paint inspection performed by a licensed Lead-Based Paint Inspector or Risk Assessor in accordance with Chapter 7 of the HUD Guidelines may be performed to demonstrate that the exterior window components do not

Testing may stop at anytime on positive readings and all window Friction and Impact components in every unit within the Subject Property being tested shall be presumed to contain Lead-Based Paint.

(ii). If all window Friction and Impact components test "negative" for Lead-Based Paint, following Chapter 7 of the HUD Guidelines, including the random selection criteria, interior window work is not required except to install aluminum coil stock in the window troughs (wells) where exterior window paint stripping has been performed or will be performed.

(iii). If the window Friction and Impact components test positive for Lead-Based Paint, one of two options may be employed:

a. Option 1:

- i. Remove and dispose of interior stop, or remove to segregated work area, and strip Lead-Based Paint to bare wood. Re-install stop after sash work is completed.
- ii. Remove bottom sash to segregated work area and strip Lead-Based Paint. Mechanically secure upper sash to render inoperable. Re-install bottom sash after Lead-Based Paint has been removed.
- iii. Remove, using abatement methods, any Lead-Based Paint in the tracks (jambs) or install window jamb liners in accordance with Chapter 11 of the HUD Guidelines.
- iv. For window sills which test positive for Lead-Based Paint, remove Lead-Based Paint or cover with appropriate surfacing material that can be secured, such as new hardwood or cultured marble.

paint. Include testing of the following components: (1) landings, (2) handrails, (3) risers, and (4) treads.

(ii). If Lead-Based Paint is found on the Friction and/or Impact component, said paint shall be removed or enclosed in accordance with Chapter 12 of the HUD Guidelines.

(iii). Other painted porch surfaces not subject to Friction or Impact shall be visually assessed and stabilized in accordance with Chapter 11 of the HUD Guidelines.

(iv). Perform Clearance Examination according to Chapter 15 of the HUD Guidelines, which shall be performed by a certified and licensed Lead-Based Paint Risk Assessor.

D. Worksite preparation and occupant protection shall be in accordance with Chapter 8 of the HUD Guidelines.

E. Daily and final cleanups shall be in accordance with Chapter 14 of the HUD Guidelines.

F. Clearance Examination must be completed by a certified Lead-Based Paint Risk Assessor in each building upon completion of final cleanup in accordance with Chapter 15 of the HUD Guidelines. All surfaces where paint has been removed shall be visually examined and clearance completed prior to repainting. Within fifteen (15) Days of receipt of the Lead-Based Paint Clearance Examination report ("Clearance Report"), the Appropriate Defendants shall Submit the Clearance Report to HUD. The Clearance Report shall contain all results of dust samples analyzed at a laboratory recognized by EPA through the National Lead Laboratory Accreditation Program ("NLLAP") as being capable of performing analyses for lead compounds in paint chips, dust, and soil samples, and the results of a visual assessment of work areas and Lead-Based Paint Abatement work performed. If the results indicate that clearance is not achieved, Appropriate Defendants shall repeat the cleaning procedures identified above under

("Notification"). This Notification shall contain the date when Lead-Based Paint Abatement activities will start, the name of the certified Lead-Based Paint Abatement firm and certified Lead Supervisor performing the work, the property address, a brief description of the Lead-Based Paint Abatement activities being performed, and any other information required, such as worker protection, occupant protection, and worksite containment. Appropriate Defendants shall provide a copy of this Notification to HUD and EPA electronically or via facsimile transmission in accordance with Paragraph 39 at the same time the Notification is provided to the State and local jurisdiction.

J. In each of the five (5) years after the Effective Date of this Consent Decree Settling Defendants shall make substantial and reasonable progress on the Lead-Based Paint Abatement work as set forth in this Consent Decree, and shall detail the progress made in the Annual Report required in Paragraph 16. The Parties agree that substantial and reasonable progress shall mean completion of exterior window and porch work in at least 3 Subject Properties a year for each of these 5 years. For interior window work, substantial and reasonable progress shall mean completion of at least 1/5th of the total units by the end of the first year; 2/5 of the total units by the end of the second year; 3/5 of the total units by the end of the third year; 4/5 of the total units by the end of the fourth year; and all of the units by the end of the fifth year. Settling Defendants may prioritize interior window work based on unit turnover.

K. The timelines in this Section shall not apply where Appropriate Defendants have been notified by a state or local governmental entity or become aware of a unit where a child with an Elevated Blood-Lead Level resides or is a regular visitor (i.e., visits at least two (2) different Days within any week for at least three (3) hours on each Day, and the combined annual visits last at least sixty (60) hours). Appropriate Defendants shall comply with such notice(s)

the disapproval under Section XI of this Decree (Dispute Resolution), within 30 (thirty) Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If a resubmission is approved in whole or in part, Appropriate Defendants shall proceed in accordance with the preceding Paragraph.

(iv). Any stipulated penalties applicable to an original submission, as provided in Section IX of this Decree, shall accrue during the 30-Day period or other specified period, but shall not be payable unless a resubmission is untimely or is disapproved in whole or in part and unless Appropriate Defendants did not successfully invoke Dispute Resolution; provided that, if the original submission was so deficient as to constitute a material breach of Appropriate Defendants' obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission and subject to Appropriate Defendants' right to seek Dispute Resolution.

(v). If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, HUD may again require Appropriate Defendants to correct any deficiencies, in accordance with the preceding Paragraphs, subject to Appropriate Defendants' right to invoke Dispute Resolution and the right of HUD to seek stipulated penalties as provided in the preceding Paragraphs.

VII. REPORTING REQUIREMENTS

15. Appropriate Defendants shall Submit copies of any state, city, and/or county notices received relating to Lead-Based Paint violations at the Subject Properties to HUD and EPA at the relevant address listed in Paragraph 39 within fifteen (15) Days of receipt of such notice.

certified Lead Abatement workers (who may include Settling Defendants' employees and/or supervisors).

19. Settling Defendants shall ensure that Clearance Examinations are not conducted by the same individual and/or same or affiliated business entity conducting the Lead-Based Paint Abatement work that is being evaluated by the Clearance Examination.

20. Settling Defendants shall ensure that Lead-Based Paint inspections are not done by the same individual and/or same or affiliated business entity doing Lead-Based Paint Abatement work on the Subject Properties.

IX. STIPULATED PENALTIES

21. In the event that Settling Defendants fail to pay the penalty in a timely manner in accordance with Paragraph 9, fail to comply with any of the terms or provisions of this Consent Decree relating to the submission of Notifications or performance of the work described in Section VI above or the submission of reports under Section VII, fail to comply with Paragraphs 6-8 regarding compliance with Section 1018, or use any funds other than their own as set forth in Paragraph 35, Settling Defendants shall be liable for stipulated penalties according to the provisions set forth below:

A. If Settling Defendants fail to make timely payment of the penalty provided for in Section V, Settling Defendants shall be required to pay as stipulated penalties \$400.00 per day. Stipulated penalties shall accrue until such time as the original penalty, any Interest, and all accrued stipulated penalties are paid.

B. If Appropriate Defendants fail to complete the work on an annual basis as described in Paragraph 14.J, or conduct any testing or work as required in Section VI, Appropriate Defendants shall pay stipulated penalties of \$200.00 per day per violation per each

Defendants shall pay the stipulated penalties and any applicable Interest not more than fifteen (15) Days after receipt of written demand by the United States for such penalties.

22. Except as provided in Paragraph 14.L., Stipulated Penalties shall accrue regardless of whether the United States has notified the Settling Defendants of the violation or made a demand for payment. However, Stipulated Penalties need only be paid upon demand. Except as provided in Paragraph 14.L., all penalties shall begin to accrue on the day after payment or the required activity is due and shall continue to accrue through the date of payment, or until the required activity is performed. However, the United States may, in its unreviewable discretion, waive or reduce the amount of any Stipulated Penalty. Nothing herein shall prevent the United States from seeking other relief that may be available for non-compliance, nor prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

X. FORCE MAJEURE

23. The Appropriate Defendants shall provide notice orally or by electronic or facsimile transmission to the Civil Division Chief of the United States Attorney's Office as detailed in Section XVI of this Consent Decree (Notice) as soon as possible, but not later than 72 hours after the time the Appropriate Defendants first knew of, or by the exercise of due diligence, should have known of, a claimed force majeure event. Appropriate Defendants shall also provide formal, written notice, as provided in Section XVI of this Consent Decree (Notice), within seven (7) Days of the time the Appropriate Defendants first knew of, or by the exercise of due diligence, should have known of, the event. The notice shall state the anticipated duration of any delay; its cause(s); the Appropriate Defendants' past and proposed actions to prevent or minimize any delay; a schedule for carrying out those actions; and the Appropriate Defendants' rationale for attributing any delay to a force majeure event. Failure to provide oral and written

Defendants under this Consent Decree that the Settling Defendants have not timely disputed in accordance with this Section.

27. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the Parties. Informal negotiations shall continue until either Party determines that further informal negotiations would not be fruitful. The dispute shall be considered to have arisen when one Party sends the other Party a written Notice of Dispute.

28. If the Parties are not in agreement at the end of this informal negotiations period, then either Party may file a petition with the Court for resolution of the dispute within twenty-one (21) Days. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, after the conclusion of the informal negotiation period, either Party files a petition with the Court for resolution of the dispute. The petition shall set out the nature of the dispute with a proposal for its resolution. The responding Party shall have twenty-one (21) Days to file a response with an alternate proposal for resolution.

29. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect any obligation of the Settling Defendants under this Consent Decree not directly in dispute, unless the United States or the Court agrees otherwise. Stipulated Penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 22. Notwithstanding the stay of payment, Stipulated Penalties shall accrue from the first day of non-compliance with any applicable provision of this Consent Decree. In the event that the Settling Defendants prevail on the disputed issue, no Stipulated Penalties shall be assessed. In the event that the Settling

C. obtaining samples and, upon request, splits of any samples taken by the Appropriate Defendants or their consultants (upon request, the Appropriate Defendants will be provided with splits of all samples taken by the United States or the City of Chicago); and

D. otherwise assessing the Appropriate Defendants' compliance with this Consent Decree.

32. This Section in no way limits or affects any right of entry and inspection held by the United States, HUD, EPA, and any State, County, or City in which the Subject Property is located pursuant to applicable federal, state or local laws, regulations, or permits.

XIII. EFFECT OF SETTLEMENT

33. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging of this Consent Decree. HUD and EPA will withdraw their respective administrative complaints, with prejudice, in the matters of Docket No. HUDALJ-11-F-075-LBP-1 and Docket No. TSCA-05-2011-0020, upon entry of this Consent Decree.

XIV. PLAINTIFF'S RESERVATION OF RIGHTS

34. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to, the following:

A. claims based on a failure by the Appropriate Defendants to meet a requirement of this Consent Decree;

B. claims based upon violations of Section 1018 that occur after the date of lodging of this Consent Decree;

C. criminal liability; and

39. All notices and reports shall refer to this Consent Decree and the date of entry of the Consent Decree, and shall cite the case name of United States v. Wilmette Real Estate & Management Company, LLC, et al. and the case number.

U.S. Attorney's Office:

Chief, Civil Division
United States Attorney's Office
Northern District of Illinois
Dirksen Federal Courthouse
219 South Dearborn Street, Fifth Floor
Chicago, Illinois 60604

U.S. Department of Justice:

Chief, Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044
D.J. No. 90-5-2-1-09045

U.S. Department of Housing and Urban Development:

Director, Lead Programs Enforcement Division
Office of Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban Development
451 7th Street, SW, Room 8236
Washington, DC 20410
(202) 755-1785
(202) 708-4248 facsimile
Bruce.P.Haber@hud.gov

and

John B. Shumway, Deputy Assistant General Counsel
for Administrative Law
Office of General Counsel
U.S. Department of Housing and Urban Development
451 7th Street, SW, Room 9253
Washington, DC 20410

authorization is Submitted to the United States consistent with this Paragraph.

42. The certification required by Paragraph 41, above, shall be in the following form:

I certify that the information contained in or accompanying this [type of submission] is true, accurate and complete. With regard to [the/those identified portion(s)] of this [type of submission] for which I cannot personally verify [its/their] accuracy, I certify under penalty of law that this [type of submission] and all attachments were prepared in accordance with procedures designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, or the immediate supervisor of such persons, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Signature: _____

Name: _____

Title: _____

XVII. RETENTION OF JURISDICTION

43. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVIII. INTEGRATION

44. This Consent Decree and its Appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. It may not be enlarged, modified, or altered unless such modifications are made in writing and approved by the Parties and the Court. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

make available to the United States such documents and records, or shall provide the originals or accurate, true and complete copies of such documents and records to the United States. Settling Defendants shall not destroy any document or record to which the United States has requested access for inspection or copying until the United States has obtained such access or copies or withdrawn its request for such access or copies.

XXII. SIGNATORIES/SERVICE

49. Each undersigned representative of the United States and Settling Defendants certifies that he or she has reviewed this Consent Decree, and had the opportunity to have this Consent Decree reviewed by counsel, and is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

50. Settling Defendants hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree based on public comments received pursuant to Paragraph 45 above.

51. Settling Defendants agree that the person identified on their behalf under Section XVI is authorized to accept service of process by mail on behalf of Settling Defendants with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service by certified mail in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

52. Upon approval and entry of this Consent Decree by the Court, the Consent Decree shall constitute a final judgment pursuant to Rules 54 and 58 of the Federal Rule of Civil Procedure.

United States v. Wilmette Real Estate & Management Company, LLC, et al.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the above matter, relating to the sites enumerated in this Consent Decree:

FOR PLAINTIFF, UNITED STATES OF AMERICA:

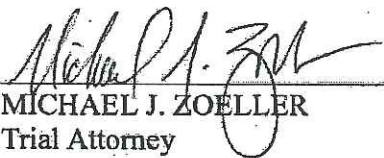
IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division



W. BENJAMIN FISHEROW
Acting Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530

Date

3/29/12




MICHAEL J. ZOELLER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530
(202) 305-1478

Date

3/29/12

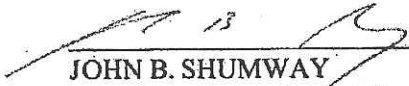
United States v. Wilmette Real Estate & Management Company, LLC, et al.

FOR UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:




JOHN P. OPITZ
Associate General Counsel for the Office of
Finance and Administrative Law

Date March 27, 2012



JOHN B. SHUMWAY
Deputy Assistant General Counsel for Administrative Law
Office of General Counsel
U.S. Department of Housing and Urban Development
451 7th Street, SW, Room 9253
Washington, DC 20410
(202) 402-5190

Date 3 / 27 / 12




JON L. GANT
Director
Office of Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban Development
451 7th Street, SW, Room 8236
Washington, DC 20410

Date 3 / 27 / 12

United States v. Wilmette Real Estate & Management Company, LLC, et al.

FOR CAMEEL HALIM:


Cameel Halim

March 27, 2012

FOR WILMETTE REAL ESTATE & MANAGEMENT COMPANY, LLC:


Cameel Halim its Manager

March 27, 2012

FOR WR PROPERTY MANAGEMENT, LLC:


Cameel Halim its Manager

March 27, 2012

FOR BCHJUNEWAY, LLC:


Cameel Halim its Manager

March 27, 2012

FOR HCT1642, LLC:


Cameel Halim, its Registered Agent

March 27, 2012

FOR BCH1702, LLC:


Cameel Halim its Manager

March 27, 2012

FOR BCH5900, LLC:


Cameel Halim its Manager

March 27, 2012

FOR HCT727, LLC:


Cameel Halim, its Registered Agent

March 27, 2012

FOR BCHSEELEY, LLC:


Cameel Halim its Manager

March 27, 2012

FOR HCTJACKSON, LLC:


Cameel Halim, its Registered Agent

March 27, 2012

FOR BCH801, LLC:


Cameel Halim its Manager

March 27, 2012

APPENDIX 2: SUBJECT PROPERTIES FOR PORCH WORK
 (Subject Properties with Street Addresses and State, Number of Units,
 and Year of First Construction)

	Address	Number of Units	Construction date
1.	1642-1648 W. Estes, Chicago/ 7105-7119 N. Paulina, Chicago	41	1920
2.	1702-1708 W. Estes, Chicago	25	1916
3.	1716-1726 W. North Shore, Chicago	38	1922
4.	200-214 N. Central, Chicago	43	1915
5.	2100-2110 W. Fargo, Chicago	37	1932
6.	5900-5910 N. Kenmore, Chicago	37	1918
7.	727-729 Seward, Evanston	15	1921
8.	7444-7454 N. Seeley, Chicago	32	1927
9.	7535-7545 W. Jackson, Forest Park	40	Unknown (pre-1978)
10.	801-807 Seward, Evanston/ 608-612 Sherman, Evanston	21	1921