

610. Counts 447: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 1576 Alter, Detroit, Michigan, in the April 27, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 610, and leave the Complainant to its proofs thereon.**

611. Counts 448: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 3118 Ash, Inkster, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 611, and leave the Complainant to its proofs thereon.**

612. Counts 449: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 4212 Beaconsfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 612, and leave the Complainant to its proofs thereon.**

613. Counts 450: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the

target housing or a statement that no such records exist in an attachment to the sales contract for 247 California Street, Highland Park, Michigan, in the July 6, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 613, and leave the Complainant to its proofs thereon.**

614. Counts 451: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 13434 Camden, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 614, and leave the Complainant to its proofs thereon.**

615. Counts 452: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 15663 Carlisle, Detroit, Michigan, in the June 23, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 615, and leave the Complainant to its proofs thereon.**

616. Counts 453: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the

target housing or a statement that no such records exist in an attachment to the sales contract for 19367 Carrie, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 616, and leave the Complainant to its proofs thereon.**

617. Counts 454: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 221 Chalmers, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 617, and leave the Complainant to its proofs thereon.**

618. Counts 455: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 20 Colorado, Highland Park, Michigan, in the April 29, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 618, and leave the Complainant to its proofs thereon.**

619. Counts 456: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

205 Colorado, Highland Park, Michigan, in the March 31, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 619, and leave the Complainant to its proofs thereon.**

620. Counts 457: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 11696 Dwyer, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 620, and leave the Complainant to its proofs thereon.**

621. Counts 458: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 15039 Eastwood, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 621, and leave the Complainant to its proofs thereon.**

622. Counts 459: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

15507 Fairfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 22, and leave the Complainant to its proofs thereon.**

623. Counts 460: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 1926 Geneva, Detroit, Michigan, in the December 20, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 623, and leave the Complainant to its proofs thereon.**

624. Counts 461: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 9506 Greensboro, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 624, and leave the Complainant to its proofs thereon.**

625. Counts 462: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

318 Grove, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 625, and leave the Complainant to its proofs thereon.**

626. Counts 463: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 15765 Hartwell, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 626, and leave the Complainant to its proofs thereon.**

627. Counts 464: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 13485 Hazelridge Avenue, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 627, and leave the Complainant to its proofs thereon.**

628. Counts 465: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

12905 Hickory, Detroit, Michigan, in the April 17, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 628, and leave the Complainant to its proofs thereon.**

629. Counts 466: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 18508 Hickory, Detroit, Michigan, in the September 15, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 629, and leave the Complainant to its proofs thereon.**

630. Counts 467: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 20020 Hickory, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 630, and leave the Complainant to its proofs thereon.**

631. Counts 468: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

14922 Kilbourne, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 631, and leave the Complainant to its proofs thereon.**

632. Counts 469: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 781 Lakewood, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 632, and leave the Complainant to its proofs thereon.**

633. Counts 470: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 14727 Lannette, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 633, and leave the Complainant to its proofs thereon.**

634. Counts 471: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

14930 Lappin, Detroit, Michigan, in the December 15, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 634, and leave the Complainant to its proofs thereon.**

635. Counts 472: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 52 Louise, Highland Park, Michigan, in the March 14, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 635, and leave the Complainant to its proofs thereon.**

636. Counts 473: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 123 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 636, and leave the Complainant to its proofs thereon.**

637. Counts 474: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

135 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 637, and leave the Complainant to its proofs thereon.**

638. Counts 475: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 21120 Lyndon, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 638, and leave the Complainant to its proofs thereon.**

639. Counts 476: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 9012-16 May, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 639, and leave the Complainant to its proofs thereon.**

640. Counts 477: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

137 McLean, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 640, and leave the Complainant to its proofs thereon.**

641. Counts 478: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 20211 Moenart, Detroit, Michigan, in the June 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 641, and leave the Complainant to its proofs thereon.**

642. Counts 479: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 26740 New York, Inkster, Michigan, in the February 4, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 642, and leave the Complainant to its proofs thereon.**

643. Counts 480: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

5519 Nottingham, Detroit, Michigan, in the February 10, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 643, and leave the Complainant to its proofs thereon.**

644. Counts 481: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 10144 Nottingham, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 644, and leave the Complainant to its proofs thereon.**

645. Counts 482: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 14944 Novara, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 645, and leave the Complainant to its proofs thereon.**

646. Counts 483: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

13682-84 Parkgrove, Detroit, Michigan, in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 646, and leave the Complainant to its proofs thereon.**

647. Counts 484: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 14028-30 Parkgrove, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 647, and leave the Complainant to its proofs thereon.**

648. Counts 485: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 15811 Parkside, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 648, and leave the Complainant to its proofs thereon.**

649. Counts 486: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 8061 Patton, Detroit, Michigan, in the July 21, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 649, and leave the Complainant to its proofs thereon.**

650. Counts 487: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 14025 Pfent, Detroit, Michigan, in the March 29, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 650, and leave the Complainant to its proofs thereon.**

651. Counts 488: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 5280 Philip, Detroit, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 651, and leave the Complainant to its proofs thereon.**

652. Counts 489: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 13401-03 Promenade, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 652, and leave the Complainant to its proofs thereon.**

653. Counts 490: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 70 Puritan, Highland Park, Michigan, in the April 21, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 653, and leave the Complainant to its proofs thereon.**

654. Counts 491: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 91 Sturtevant, Detroit, Michigan, in the June 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 654, and leave the Complainant to its proofs thereon.**

655. Counts 492: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 184 Tuxedo, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 655, and leave the Complainant to its proofs thereon.**

656. Counts 493: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 234 Tyler Street, Highland Park, Michigan, in the May 11, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 656, and leave the Complainant to its proofs thereon.**

657. Counts 494: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 51 West Montana, Detroit, Michigan, in the January 15, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 657, and leave the Complainant to its proofs thereon.**

658. Counts 495: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 17285 Westphalia, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 658, and leave the Complainant to its proofs thereon.**

659. Counts 496: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 14903 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 659, and leave the Complainant to its proofs thereon.**

660. Counts 497: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 14908 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 660, and leave the Complainant to its proofs thereon.**

661. Counts 498: Respondent One Management failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 15081 Lasher and 15075 Lasher, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 661, and leave the Complainant to its proofs thereon.**

662. Respondent One Management's failure to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the contracts to sell target housing, as referenced in paragraphs 620 through 661, above, constitutes 42 violations of 40 C.F.R. § 745.113(a)(3), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶662 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶662 because they are untrue.**

**Counts 499 through 550**

663. Complainant incorporates paragraphs 1 through 662 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-662 above, as though fully set forth herein.**

664. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(4) requires the seller to include in an attachment to each contract to sell target housing a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696.

**ANSWER: The Respondents decline to answer the allegations in ¶664 because they state a conclusion of law to which an answer is not required.**

665. Count 499: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1576 Alter, Detroit, Michigan, in the April 27, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 665, and leave the Complainant to its proofs thereon.**

666. Count 500: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 3118 Ash, Inkster, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 666, and leave the Complainant to its proofs thereon.**

667. Count 501: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 4212 Beaconsfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 667, and leave the Complainant to its proofs thereon.**

668. Count 502: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 247 California Street, Highland Park, Michigan, in the July 6, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 668, and leave the Complainant to its proofs thereon.**

669. Count 503: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 13434 Camden, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 669, and leave the Complainant to its proofs thereon.**

670. Count 504: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 15663 Carlisle, Detroit, Michigan, in the June 23, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 670, and leave the Complainant to its proofs thereon.**

671. Count 505: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 19367 Carrie, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 671, and leave the Complainant to its proofs thereon.**

672. Count 506: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 221 Chalmers, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 672, and leave the Complainant to its proofs thereon.**

673. Count 507: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 20 Colorado, Highland Park, Michigan, in the April 29, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 673, and leave the Complainant to its proofs thereon.**

674. Count 508: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 205 Colorado, Highland Park, Michigan, in the March 31, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 674, and leave the Complainant to its proofs thereon.**

675. Count 509: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 11696 Dwyer, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 675, and leave the Complainant to its proofs thereon.**

676. Count 510: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 15039 Eastwood, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 676, and leave the Complainant to its proofs thereon.**

677. Count 511: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 15507 Fairfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 677, and leave the Complainant to its proofs thereon.**

678. Count 512: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 1926 Geneva, Detroit, Michigan, in the December 20, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 678, and leave the Complainant to its proofs thereon.**

679. Count 513: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 9506 Greensboro, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 679, and leave the Complainant to its proofs thereon.**

680. Count 514: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 318 Grove, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 680, and leave the Complainant to its proofs thereon.**

681. Count 515: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 15765 Hartwell, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 681, and leave the Complainant to its proofs thereon.**

682. Count 516: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 13485 Hazelridge Avenue, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 682, and leave the Complainant to its proofs thereon.**

683. Count 517: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 12905 Hickory, Detroit, Michigan, in the April 17, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 683, and leave the Complainant to its proofs thereon.**

684. Count 518: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 18508 Hickory, Detroit, Michigan, in the September 15, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 684, and leave the Complainant to its proofs thereon.**

685. Count 519: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 20020 Hickory, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 685, and leave the Complainant to its proofs thereon.**

686. Count 520: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14922 Kilbourne, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 686, and leave the Complainant to its proofs thereon.**

687. Count 521: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 781 Lakewood, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 687, and leave the Complainant to its proofs thereon.**

688. Count 522: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14727 Lannette, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 688, and leave the Complainant to its proofs thereon.**

689. Count 523: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14930 Lappin, Detroit, Michigan, in the December 15, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 689, and leave the Complainant to its proofs thereon.**

690. Count 524: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 52 Louise, Highland Park, Michigan, in the March 14, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 690, and leave the Complainant to its proofs thereon.**

691. Count 525: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 123 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 691, and leave the Complainant to its proofs thereon.**

692. Count 526: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 135 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 692, and leave the Complainant to its proofs thereon.**

693. Count 527: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 21120 Lyndon, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 693, and leave the Complainant to its proofs thereon.**

694. Count 528: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 9012-16 May, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 694, and leave the Complainant to its proofs thereon.**

695. Count 529: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 137 McLean, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 695, and leave the Complainant to its proofs thereon.**

696. Count 530: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 20211 Moenart, Detroit, Michigan, in the June 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 696, and leave the Complainant to its proofs thereon.**

697. Count 531: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 26740 New York, Inkster, Michigan, in the February 4, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 697, and leave the Complainant to its proofs thereon.**

698. Count 532: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 5519 Nottingham, Detroit, Michigan, in the February 10, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 698, and leave the Complainant to its proofs thereon.**

699. Count 533: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 10144 Nottingham, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 699, and leave the Complainant to its proofs thereon.**

700. Count 534: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14944 Novara, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 700, and leave the Complainant to its proofs thereon.**

701. Count 535: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 13682-84 Parkgrove, Detroit, Michigan, in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 701, and leave the Complainant to its proofs thereon.**

702. Count 536: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14028-30 Parkgrove, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 702, and leave the Complainant to its proofs thereon.**

703. Count 537: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 15811 Parkside, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 703, and leave the Complainant to its proofs thereon.**

704. Count 538: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 8061 Patton, Detroit, Michigan, in the July 21, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 704, and leave the Complainant to its proofs thereon.**

705. Count 539: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14025 Pfent, Detroit, Michigan, in the March 29, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 705, and leave the Complainant to its proofs thereon.**

706. Count 540: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 5280 Philip, Detroit, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 706, and leave the Complainant to its proofs thereon.**

707. Count 541: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 13401-03 Promenade, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 707, and leave the Complainant to its proofs thereon.**

708. Count 542: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 70 Puritan, Highland Park, Michigan, in the April 21, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 708, and leave the Complainant to its proofs thereon.**

709. Count 543: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 91 Sturtevant, Detroit, Michigan, in the June 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 709, and leave the Complainant to its proofs thereon.**

710. Count 544: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 184 Tuxedo, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 710, and leave the Complainant to its proofs thereon.**

711. Count 545: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 234 Tyler Street, Highland Park, Michigan, in the May 11, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 711, and leave the Complainant to its proofs thereon.**

712. Count 546: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 51 West Montana, Detroit, Michigan, in the January 15, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 712, and leave the Complainant to its proofs thereon.**

713. Count 547: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 17285 Westphalia, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 713, and leave the Complainant to its proofs thereon.**

714. Count 548: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14903 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 714, and leave the Complainant to its proofs thereon.**

715. Count 549: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14908 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 715, and leave the Complainant to its proofs thereon.**

716. Count 550: Respondent One Management failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 15081 Lasher and 15075 Lasher, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 716, and leave the Complainant to its proofs thereon.**

717. Respondent One Management's failure to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the contracts to sell target housing, as referenced in paragraphs 665 through 716, above, constitutes 52 violations of 40 C.F.R. § 745.113(a)(4), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶717 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶717 because they are untrue.**

#### **Counts 551 through 599**

718. Complainant incorporates paragraphs 1 through 717 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-717 above, as though fully set forth herein.**

719. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(5) requires the seller to include a statement by the purchaser

that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the contract to sell target housing.

**ANSWER: The Respondents decline to answer the allegations in ¶719 because they state a conclusion of law to which an answer is not required.**

720. Count 551: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1576 Alter, Detroit, Michigan, in the April 27, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 720, and leave the Complainant to its proofs thereon.**

721. Count 552: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 3118 Ash, Inkster, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 721, and leave the Complainant to its proofs thereon.**

722. Count 553: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 4212 Beaconsfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 722, and leave the Complainant to its proofs thereon.**

723. Count 554: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 247 California Street, Highland Park, Michigan, in the July 6, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 723, and leave the Complainant to its proofs thereon.**

724. Count 555: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 13434 Camden, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 724, and leave the Complainant to its proofs thereon.**

725. Count 556: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 15663 Carlisle, Detroit, Michigan, in the June 23, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 725, and leave the Complainant to its proofs thereon.**

726. Count 557: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 19367 Carrie, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 726, and leave the Complainant to its proofs thereon.**

727. Count 558: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 221 Chalmers, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 727, and leave the Complainant to its proofs thereon.**

728. Count 559: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 205 Colorado, Highland Park, Michigan, in the March 31, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 728, and leave the Complainant to its proofs thereon.**

729. Count 560: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 11696 Dwyer, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 729, and leave the Complainant to its proofs thereon.**

730. Count 561: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 15039 Eastwood, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 730, and leave the Complainant to its proofs thereon.**

731. Count 562: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 15507 Fairfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 731, and leave the Complainant to its proofs thereon.**

732. Count 563: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 1926 Geneva, Detroit, Michigan, in the December 20, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 732, and leave the Complainant to its proofs thereon.**

733. Count 564: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 9506 Greensboro, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 733, and leave the Complainant to its proofs thereon.**

734. Count 565: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 15765 Hartwell, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 734, and leave the Complainant to its proofs thereon.**

735. Count 566: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 13485 Hazelridge Avenue, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 735, and leave the Complainant to its proofs thereon.**

736. Count 567: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 12905 Hickory, Detroit, Michigan, in the April 17, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 736, and leave the Complainant to its proofs thereon.**

737. Count 568: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 18508 Hickory, Detroit, Michigan, in the September 15, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 737, and leave the Complainant to its proofs thereon.**

738. Count 569: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 20020 Hickory, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 738, and leave the Complainant to its proofs thereon.**

739. Count 570: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 14922 Kilbourne, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 739, and leave the Complainant to its proofs thereon.**

740. Count 571: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 781 Lakewood, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 740, and leave the Complainant to its proofs thereon.**

741. Count 572: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 14727 Lannette, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 741, and leave the Complainant to its proofs thereon.**

742. Count 573: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 14930 Lappin, Detroit, Michigan, in the December 15, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 742, and leave the Complainant to its proofs thereon.**

743. Count 574: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 52 Louise, Highland Park, Michigan, in the March 14, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 743, and leave the Complainant to its proofs thereon.**

744. Count 575: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 123 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 744, and leave the Complainant to its proofs thereon.**

745. Count 576: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 21120 Lyndon, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 745, and leave the Complainant to its proofs thereon.**

746. Count 577: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 9012-16 May, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 746, and leave the Complainant to its proofs thereon.**

747. Count 578: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 137 McLean, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 747, and leave the Complainant to its proofs thereon.**

748. Count 579: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 20211 Moenart, Detroit, Michigan, in the June 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 748, and leave the Complainant to its proofs thereon.**

749. Count 580: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 26740 New York, Inkster, Michigan, in the February 4, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 749, and leave the Complainant to its proofs thereon.**

750. Count 581: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 5519 Nottingham, Detroit, Michigan, in the February 10, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 750, and leave the Complainant to its proofs thereon.**

751. Count 582: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 10144 Nottingham, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 751, and leave the Complainant to its proofs thereon.**

752. Count 583: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 14944 Novara, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 752, and leave the Complainant to its proofs thereon.**

753. Count 584: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 13682-84 Parkgrove, Detroit, Michigan, in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 753, and leave the Complainant to its proofs thereon.**

754. Count 585: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 14028-30 Parkgrove, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 754, and leave the Complainant to its proofs thereon.**

755. Count 586: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 15811 Parkside, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 755, and leave the Complainant to its proofs thereon.**

756. Count 587: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 8061 Patton, Detroit, Michigan, in the July 21, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 756, and leave the Complainant to its proofs thereon.**

757. Count 588: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 14025 Pfent, Detroit, Michigan, in the March 29, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 757, and leave the Complainant to its proofs thereon.**

758. Count 589: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 5280 Philip, Detroit, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 758, and leave the Complainant to its proofs thereon.**

759. Count 590: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 13401-03 Promenade, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 759, and leave the Complainant to its proofs thereon.**

760. Count 591: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 70 Puritan, Highland Park, Michigan, in the April 21, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 760, and leave the Complainant to its proofs thereon.**

761. Count 592: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 91 Sturtevant, Detroit, Michigan, in the June 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 761, and leave the Complainant to its proofs thereon.**

762. Count 593: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 184 Tuxedo, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 762, and leave the Complainant to its proofs thereon.**

763. Count 594: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 234 Tyler Street, Highland Park, Michigan, in the May 11, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 763, and leave the Complainant to its proofs thereon.**

764. Count 595: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 51 West Montana, Detroit, Michigan, in the January 15, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 764, and leave the Complainant to its proofs thereon.**

765. Count 596: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 17285 Westphalia, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 765, and leave the Complainant to its proofs thereon.**

766. Count 597: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 14903 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 766, and leave the Complainant to its proofs thereon.**

767. Count 598: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the

sales contract for 14908 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 767, and leave the Complainant to its proofs thereon.**

768. Count 599: Respondent One Management failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 15081 Lasher and 15075 Lasher, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 768, and leave the Complainant to its proofs thereon.**

769. Respondent One Management's failure to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity as an attachment to the contracts to sell the target housing referenced in paragraphs 720 through 768, above, constitutes 49 violation of 40 C.F.R. § 745.113(a)(5), 42 U.S.C. 4852d(b)(5), and 15 U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶769 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶769 because they are untrue.**

#### **Counts 600 through 650**

770. Complainant incorporates paragraphs 1 through 769 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-769 above, as though fully set forth herein.**

771. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(7) requires the seller to include in an attachment to each contract to sell target housing the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

**ANSWER: The Respondents decline to answer the allegations in ¶771 because they state a conclusion of law to which an answer is not required.**

772. Count 600: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1576 Alter, Detroit, Michigan, in the April 27, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 772, and leave the Complainant to its proofs thereon.**

773. Count 601: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 3118 Ash, Inkster, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 773, and leave the Complainant to its proofs thereon.**

774. Count 602: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates

of such signatures in an attachment to the sales contract for 4212 Beaconsfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 774, and leave the Complainant to its proofs thereon.**

775. Count 603: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 247 California Street, Highland Park, Michigan, in the July 6, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 775, and leave the Complainant to its proofs thereon.**

776. Count 604: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 13434 Camden, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 776, and leave the Complainant to its proofs thereon.**

777. Count 605: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 15663 Carlisle, Detroit, Michigan, in the June 23, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 777, and leave the Complainant to its proofs thereon.**

778. Count 606: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 19367 Carrie, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 778, and leave the Complainant to its proofs thereon.**

779. Count 607: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 221 Chalmers, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 779, and leave the Complainant to its proofs thereon.**

780. Count 608: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 205 Colorado, Highland Park, Michigan, in the March 31, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 780, and leave the Complainant to its proofs thereon.**

781. Count 609: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates

of such signatures in an attachment to the sales contract for 11696 Dwyer, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 781, and leave the Complainant to its proofs thereon.**

782. Count 610: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 15039 Eastwood, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 782, and leave the Complainant to its proofs thereon.**

783. Count 611: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 15507 Fairfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 783, and leave the Complainant to its proofs thereon.**

784. Count 612: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 1926 Geneva, Detroit, Michigan, in the December 20, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 784, and leave the Complainant to its proofs thereon.**

785. Count 613: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 9506 Greensboro, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 785, and leave the Complainant to its proofs thereon.**

786. Count 614: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 318 Grove, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 786, and leave the Complainant to its proofs thereon.**

787. Count 615: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 15765 Hartwell, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 787, and leave the Complainant to its proofs thereon.**

788. Count 616: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates

of such signatures in an attachment to the sales contract for 13485 Hazelridge Avenue, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 788, and leave the Complainant to its proofs thereon.**

789. Count 617: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 12905 Hickory, Detroit, Michigan, in the April 17, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 789, and leave the Complainant to its proofs thereon.**

790. Count 618: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 18508 Hickory, Detroit, Michigan, in the September 15, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 790, and leave the Complainant to its proofs thereon.**

791. Count 619: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 20020 Hickory, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 791, and leave the Complainant to its proofs thereon.**

792. Count 620: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 14922 Kilbourne, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 792, and leave the Complainant to its proofs thereon.**

793. Count 621: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 781 Lakewood, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 793, and leave the Complainant to its proofs thereon.**

794. Count 622: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 14727 Lannette, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 794, and leave the Complainant to its proofs thereon.**

795. Count 623: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates

of such signatures in an attachment to the sales contract for 14930 Lappin, Detroit, Michigan, in the December 15, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 795, and leave the Complainant to its proofs thereon.**

796. Count 624: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 52 Louise, Highland Park, Michigan, in the March 14, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 796, and leave the Complainant to its proofs thereon.**

797. Count 625: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 123 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 797, and leave the Complainant to its proofs thereon.**

798. Count 626: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 135 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 798, and leave the Complainant to its proofs thereon.**

799. Count 627: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 21120 Lyndon, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 799, and leave the Complainant to its proofs thereon.**

800. Count 628: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 9012-16 May, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 800, and leave the Complainant to its proofs thereon.**

801. Count 629: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 137 McLean, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 801, and leave the Complainant to its proofs thereon.**

802. Count 630: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates

of such signatures in an attachment to the sales contract for 20211 Moenart, Detroit, Michigan, in the June 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 802, and leave the Complainant to its proofs thereon.**

803. Count 631: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 26740 New York, Inkster, Michigan, in the February 4, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 803, and leave the Complainant to its proofs thereon.**

804. Count 632: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 5519 Nottingham, Detroit, Michigan, in the February 10, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 804, and leave the Complainant to its proofs thereon.**

805. Count 633: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 10144 Nottingham, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 805, and leave the Complainant to its proofs thereon.**

806. Count 634: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 14944 Novara, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 806, and leave the Complainant to its proofs thereon.**

807. Count 635: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 13682-84 Parkgrove, Detroit, Michigan, in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 807, and leave the Complainant to its proofs thereon.**

808. Count 636: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 14028-30 Parkgrove, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 808, and leave the Complainant to its proofs thereon.**

809. Count 637: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates

of such signatures in an attachment to the sales contract for 15811 Parkside, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 809, and leave the Complainant to its proofs thereon.**

810. Count 638: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 8061 Patton, Detroit, Michigan, in the July 21, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 810, and leave the Complainant to its proofs thereon.**

811. Count 639: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 14025 Pfent, Detroit, Michigan, in the March 29, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 811, and leave the Complainant to its proofs thereon.**

812. Count 640: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 5280 Philip, Detroit, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 812, and leave the Complainant to its proofs thereon.**

813. Count 641: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 13401-03 Promenade, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 813, and leave the Complainant to its proofs thereon.**

814. Count 642: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 70 Puritan, Highland Park, Michigan, in the April 21, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 814, and leave the Complainant to its proofs thereon.**

815. Count 643: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 91 Sturtevant, Detroit, Michigan, in the June 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 815, and leave the Complainant to its proofs thereon.**

816. Count 644: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates

of such signatures in an attachment to the sales contract for 184 Tuxedo, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 816, and leave the Complainant to its proofs thereon.**

817. Count 645: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 234 Tyler Street, Highland Park, Michigan, in the May 11, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 817, and leave the Complainant to its proofs thereon.**

818. Count 646: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 51 West Montana, Detroit, Michigan, in the January 15, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 818, and leave the Complainant to its proofs thereon.**

819. Count 647: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 17285 Westphalia, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 819, and leave the Complainant to its proofs thereon.**

820. Count 648: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 14903 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 820, and leave the Complainant to its proofs thereon.**

821. Count 649: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 14908 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 821, and leave the Complainant to its proofs thereon.**

822. Count 650: Respondent One Management failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 15081 Lasher and 15075 Lasher, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 822, and leave the Complainant to its proofs thereon.**

823. Respondent One Management's failure to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of signature for each sales transaction, in an attachment to the contracts to sell target housing, as referenced in

paragraphs 772 through 822, above, constitutes 51 violations of 40 C.F.R. § 745.113(a)(7), 42 U.S.C. § 4852d(b)(5) and 15 U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶823 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶823 because they are untrue.**

**Failure to Disclose in Sales Transaction by Respondent OMIG**

**Counts 651 through 653**

824. Complainant incorporates paragraphs 1 through 823 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-823 above, as though fully set forth herein.**

825. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(1) requires the seller to include a Lead Warning Statement in an attachment to the contract to sell target housing.

**ANSWER: The Respondents decline to answer the allegations in ¶825 because they state a conclusion of law to which an answer is not required.**

826. Count 651: Respondent OMIG failed to include a Lead Warning Statement in an attachment to the sales contract for 14911 Promenade, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 826, and leave the Complainant to its proofs thereon.**

827. Count 652: Respondent OMIG failed to include a Lead Warning Statement in an attachment to the sales contract for 12939-41 St. Louis, Detroit, Michigan in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 827, and leave the Complainant to its proofs thereon.**

828. Count 653: Respondent OMIG failed to include a Lead Warning Statement in an attachment to the sales contract for 19141 Schoenherr, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 828, and leave the Complainant to its proofs thereon.**

829. Respondent OMIG's failure to include a Lead Warning Statement as an attachment to the contracts to sell the target housing referenced in paragraphs 826 through 828, above, constitutes three violations of 40 C.F.R. § 745.113(a)(1), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 829, and leave the Complainant to its proofs thereon.**

**Counts 654 through 657**

830. Complainant incorporates paragraphs 1 through 829 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-829 above, as though fully set forth herein.**

831. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(2) requires a seller to include in an attachment to each contract to sell target housing a statement by the seller disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

**ANSWER: The Respondents decline to answer the allegations in ¶831 because they state a conclusion of law to which an answer is not required.**

832. Count 654: Respondent OMIG failed to include a statement by the seller disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence in an attachment to the sales contract for 17371 Evergreen, Detroit, Michigan, in the May 7, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 832, and leave the Complainant to its proofs thereon.**

833. Count 655: Respondent OMIG failed to include a statement by the seller disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence in an attachment to the sales contract for 14911 Promenade, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 833, and leave the Complainant to its proofs thereon.**

834. Count 656: Respondent OMIG failed to include a statement by the seller disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence in an attachment to the sales contract for 12939-41 St. Louis, Detroit, Michigan in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 834, and leave the Complainant to its proofs thereon.**

835. Count 657: Respondent OMIG failed to include a statement by the seller disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence in an attachment to the sales contract for 19141 Schoenherr, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 835, and leave the Complainant to its proofs thereon.**

836. Respondent One Management's failure to include a statement by the seller disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence in an attachment to the contracts to sell target housing, as referenced in paragraphs 832 through 835, above, constitutes four violations of 40 C.F.R. § 745.113(a)(2), 42 U.S.C. 4852d(b)(5), and 15 U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶836 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶836 because they are untrue.**

**Counts 658 through 661**

837. Complainant incorporates paragraphs 1 through 836 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-836 above, as though fully set forth herein.**

838. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(3) requires a seller to include in an attachment to each contract to sell target housing a list of any records or reports, available to the seller regarding lead-based paint and/or lead-based paint hazards in the target housing or a statement that no such records exist.

**ANSWER: The Respondents decline to answer the allegations in ¶838 because they state a conclusion of law to which an answer is not required.**

839. Counts 658: Respondent OMIG failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 17371 Evergreen, Detroit, Michigan, in the May 7, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 839, and leave the Complainant to its proofs thereon.**

840. Counts 659: Respondent OMIG failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for

14911 Promenade, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 840, and leave the Complainant to its proofs thereon.**

841. Counts 660: Respondent OMIG failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 12939-41 St. Louis, Detroit, Michigan in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 841, and leave the Complainant to its proofs thereon.**

842. Counts 661: Respondent OMIG failed to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the sales contract for 19141 Schoenherr, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 842, and leave the Complainant to its proofs thereon.**

843. Respondent OMIG's failure to include a list of any records or reports, available to the seller regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist in an attachment to the contracts to sell target housing, as

referenced in paragraphs 839 through 842, above, constitutes four violations of 40 C.F.R. § 745.113(a)(3), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶843 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶843 because they are untrue.**

**Counts 662 through 664**

844. Complainant incorporates paragraphs 1 through 843 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-843 above, as though fully set forth herein.**

845. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(4) requires the seller to include in an attachment to each contract to sell target housing a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696.

**ANSWER: The Respondents decline to answer the allegations in ¶845 because they state a conclusion of law to which an answer is not required.**

846. Count 662: Respondent OMIG failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 14911 Promenade, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 846, and leave the Complainant to its proofs thereon.**

847. Count 663: Respondent OMIG failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the sales contract for 12939-41 St. Louis, Detroit, Michigan in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 847, and leave the Complainant to its proofs thereon.**

848. Count 664: Respondent OMIG failed to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. 2696 in an attachment to the sales contract for 19141 Schoenherr, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 848, and leave the Complainant to its proofs thereon.**

849. Respondent OMIG's failure to include a statement from the purchaser affirming receipt of the information set out in 40 C.F.R. § 113(a)(2) and (3) and the lead hazard information pamphlet required by 15 U.S.C. § 2696 in an attachment to the contracts to sell target housing, as referenced in paragraphs 846 through 848, above, constitutes three violations of 40 C.F.R § 745.113(a)(4), 42 U.S.C. §4852d(b)(5), and 15 U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶849 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶849 because they are untrue.**

**Counts 665 through 667**

850. Complainant incorporates paragraphs 1 through 849 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-849 above, as though fully set forth herein.**

851. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(5) requires the seller to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the contract to sell target housing.

**ANSWER: The Respondents decline to answer the allegations in ¶851 because they state a conclusion of law to which an answer is not required.**

852. Count 665: Respondent OMIG failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 14911 Promenade, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 852, and leave the Complainant to its proofs thereon.**

853. Count 666: Respondent OMIG failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 12939-41 St. Louis, Detroit, Michigan in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 853, and leave the Complainant to its proofs thereon.**

854. Count 667: Respondent OMIG failed to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity in an attachment to the sales contract for 19141 Schoenherr, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 854, and leave the Complainant to its proofs thereon.**

855. Respondent OMIG's failure to include a statement by the purchaser that he/she has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity as an attachment to the contracts to sell the target housing referenced in paragraphs 852 through 854, above, constitutes three violation of 40 C.F.R. § 745.113(a)(5), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶855 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶855 because they are untrue.**

**Counts 668 through 670**

856. Complainant incorporates paragraphs 1 through 855 of this Complaint as if set forth in this paragraph.

**The Respondents incorporate and adopt by reference ¶¶ 1-855 above, as though fully set forth herein.**

857. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(a)(7) requires the seller to include in an attachment to each contract to sell target housing the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

**ANSWER: The Respondents decline to answer the allegations in ¶857 because they state a conclusion of law to which an answer is not required.**

858. Count 668: Respondent OMIG failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 14911 Promenade, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 858, and leave the Complainant to its proofs thereon.**

859. Count 669: Respondent OMIG failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 12939-41 St. Louis, Detroit, Michigan in the November 13, 2003 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 859, and leave the Complainant to its proofs thereon.**

860. Count 670: Respondent OMIG failed to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures in an attachment to the sales contract for 19141 Schoenherr, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 860, and leave the Complainant to its proofs thereon.**

861. Respondent OMIG's failure to include the signatures of the seller, agent, and the purchaser certifying to the accuracy of their statements along with the dates of such signatures, in an attachment to the contracts to sell target housing, as referenced in paragraphs 858 through 860, above, constitutes three violations of 40 C.F.R. § 745.113(a)(7), 42 U.S.C. § 4852d(b)(5) and 15 § U.S.C. § 2689.

**ANSWER: The Respondents decline to answer the allegations in ¶861 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶861 because they are untrue.**

#### **Proposed Civil Penalty**

Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. Part 745, Subpart F, authorize the Administrator of U.S. EPA to assess a civil penalty under Section 16 of TSCA of up to \$10,000 for each violation of TSCA Section 409. Under the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 note, U.S. EPA increased the maximum penalty to \$11,000 for each violation occurring after July 28, 1997 (62 Fed. Reg. 35038) (1997). In determining the amount of any civil penalty,

Section 16 of TSCA requires U.S. 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.

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

As stated in paragraph 55, above, by letters dated November 26, 2007, the U.S. EPA advised Respondents that U.S. EPA was planning to file a civil administrative complaint against Respondents for alleged violations of Section 1018 and that Section 1018 authorizes the assessment of a civil administrative penalty. The U.S. EPA asked Respondents to identify any factors Respondents thought U.S. EPA should consider before issuing the complaint, and if

Respondents believed there were financial factors which bore on Respondents' ability to pay a civil penalty, the U.S. EPA asked Respondents to submit specific financial documents.

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

Based upon an evaluation of the facts alleged in this complaint, the statutory factors enumerated above, and the Response Policy, Complainant proposes that the Administrator assess the following civil penalties against Respondents for the violations alleged in this complaint:

**Violations in Rental Transaction by One Management, as Lessor**

	<u>Count 1</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,547
	<u>Count 2</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$6,448
	<u>Count 3</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,320
	<u>Count 4</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$5,500
	<u>Count 5</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,547
	<u>Count 6</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$5,500
	<u>Count 7</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,320
	<u>Count 8</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$5,500
	<u>Count 9</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,547
	<u>Count 10</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
	<u>Count 11</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
	<u>Count 12</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
	<u>Count 13</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$5,500
	<u>Count 14</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,547
	<u>Count 15</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
	<u>Count 16</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$6,448
	<u>Count 17</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$6,448
	<u>Count 18</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$5,500
	<u>Count 19</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$5,500
	<u>Count 20</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,547
	<u>Count 21</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$5,500
	<u>Count 22</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$10,316
	<u>Count 23</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 24</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$5,500
<u>Count 25</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 26</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 27</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 28</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 29</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 30</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 31</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,547
<u>Count 32</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,547
<u>Count 33</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 34</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 35</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 36</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$6,448
<u>Count 37</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320

	<u>Count 38</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,547
	<u>Count 39</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,320
	<u>Count 40</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$5,500
	<u>Count 41</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$5,500
	<u>Count 42</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$6,448
	<u>Count 43</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$5,500
	<u>Count 44</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(1) .....		\$1,547
	<u>Count 45</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$774
	<u>Count 46</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$5,158
	<u>Count 47</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 48</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$4,400
	<u>Count 49</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$774
	<u>Count 50</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$4,400
	<u>Count 51</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$4,400
	<u>Count 52</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 53</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 54</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
	<u>Count 55</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$774
	<u>Count 56</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 57</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 58</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 59</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 60</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
	<u>Count 61</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$774
	<u>Count 62</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 63</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$5,158
	<u>Count 64</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$5,158
	<u>Count 65</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 66</u>

40 C.F.R. § 745.113(b)(2) .....	\$4,400
<u>Count 67</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
<u>Count 68</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$774
<u>Count 69</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
<u>Count 70</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$7,737
<u>Count 71</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 72</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 73</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
<u>Count 74</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 75</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 76</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 77</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 78</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 79</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 80</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660

	<u>Count 81</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 82</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 83</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$4,400
	<u>Count 84</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$4,400
	<u>Count 85</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 86</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 87</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 88</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$4,400
	<u>Count 89</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$774
	<u>Count 90</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$774
	<u>Count 91</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 92</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 93</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 94</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 95</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$5,158
	<u>Count 96</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
	<u>Count 97</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 98</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 99</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$774
	<u>Count 100</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 101</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
	<u>Count 102</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$5,158
	<u>Count 103</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
	<u>Count 104</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
	<u>Count 105</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$5,158
	<u>Count 106</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400
	<u>Count 107</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$774
	<u>Count 108</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$258
	<u>Count 109</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(b)(3) .....	\$1,676
<u>Count 110</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 111</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3).....	\$1,430
<u>Count 112</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$258
<u>Count 113</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430
<u>Count 114</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430
<u>Count 115</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 116</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 117</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430
<u>Count 118</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$258
<u>Count 119</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 120</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 121</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 122</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 123</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430

	<u>Count 124</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$258
	<u>Count 125</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 126</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,676
	<u>Count 127</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,676
	<u>Count 128</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 129</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,430
	<u>Count 130</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,430
	<u>Count 131</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$258
	<u>Count 132</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,430
	<u>Count 133</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$2,579
	<u>Count 134</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 135</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 136</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,430
	<u>Count 137</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 138</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 139</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 140</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 141</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 142</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 143</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 144</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 145</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 146</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430
	<u>Count 147</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430
	<u>Count 148</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 149</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 150</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
	<u>Count 151</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430
	<u>Count 152</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(b)(3) .....	\$258
<u>Count 153</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$258
<u>Count 154</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 155</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 156</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 157</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 158</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,676
<u>Count 159</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430
<u>Count 160</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 161</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 162</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$258
<u>Count 163</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$220
<u>Count 164</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430
<u>Count 165</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,676
<u>Count 166</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(3) .....	\$1,430

	<u>Count 167</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 168</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,676
	<u>Count 169</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,430
	<u>Count 170</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$258
	<u>Count 171</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$516
	<u>Count 172</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$3,224
	<u>Count 173</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 174</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$2,750
	<u>Count 175</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$516
	<u>Count 176</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$2,750
	<u>Count 177</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$2,750
	<u>Count 178</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 179</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 180</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$2,750
	<u>Count 181</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$516
	<u>Count 182</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 183</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 184</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 185</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 186</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$2,750
	<u>Count 187</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$516
	<u>Count 188</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 189</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$3,224
	<u>Count 190</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$3,224
	<u>Count 191</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 192</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$2,750
	<u>Count 193</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$2,750
	<u>Count 194</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$516
	<u>Count 195</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(b)(4) .....	\$2,750
<u>Count 196</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$5,158
<u>Count 197</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 198</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 199</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$2,750
<u>Count 200</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 201</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 202</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 203</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 204</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 205</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 206</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 207</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 208</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 209</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$2,750

	<u>Count 210</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$2,750
	<u>Count 211</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 212</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 213</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 214</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$2,750
	<u>Count 215</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$516
	<u>Count 216</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$516
	<u>Count 217</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 218</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 219</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 220</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 221</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$3,224
	<u>Count 222</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$2,750
	<u>Count 223</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 224</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 225</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$516
	<u>Count 226</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 227</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$2,750
	<u>Count 228</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$3,224
	<u>Count 229</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$2,750
	<u>Count 230</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
	<u>Count 231</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$3,224
	<u>Count 232</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$2,750
	<u>Count 233</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$516
	<u>Count 234</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 235</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$129
	<u>Count 236</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$645
	<u>Count 237</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 238</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 239</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 240</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
<u>Count 241</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
<u>Count 242</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
<u>Count 243</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$129
<u>Count 244</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 245</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
<u>Count 246</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
<u>Count 247</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 248</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
<u>Count 249</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$129
<u>Count 250</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 251</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 252</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110

Count 253

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$110

Count 254

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$129

Count 255

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$129

Count 256

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$550

Count 257

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$129

Count 258

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$110

Count 259

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$645

Count 260

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$550

Count 261

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$129

Count 262

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$645

Count 263

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$550

Count 264

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$550

Count 265

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$129

Count 266

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$129

Count 267

42 U.S.C. § 4852d(b)(5)  
40 C.F.R. § 745.113(b)(6) .....\$129

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$129
	<u>Count 268</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
	<u>Count 269</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$129
	<u>Count 270</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 271</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$129
	<u>Count 272</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 273</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
	<u>Count 274</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 275</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 276</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$550
	<u>Count 277</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 278</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 279</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
	<u>Count 280</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$129
	<u>Count 281</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 282</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 283</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 284</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$550
<u>Count 285</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 286</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$129
<u>Count 287</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 288</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 289</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$550
<u>Count 290</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 291</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$129
<u>Count 292</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 293</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 294</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$129
<u>Count 295</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(b)(6) .....	\$110

	<u>Count 296</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 297</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 298</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 299</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$645
	<u>Count 300</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 301</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 302</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$550
	<u>Count 303</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 304</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 305</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$129
	<u>Count 306</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 307</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$550
	<u>Count 308</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$550
	<u>Count 309</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 310</u>	

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(6) .....\$645

Count 311

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(6) .....\$550

Count 312

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(6) .....\$129

**One Management, as Lessor,  
 Proposed Gravity-Based Civil Penalty.....\$428,225**

**Violations in Rental Transaction by L&J, as Lessor, and One Management, as Agent**

Count 313

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(1) .....\$1,320

Count 314

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(1) .....\$1,320

Count 315

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(1) .....\$1,547

Count 316

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(2) .....\$660

Count 317

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(2) .....\$660

Count 318

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(2) .....\$774

Count 319

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

Count 320

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

Count 321

42 U.S.C. § 4852d(b)(5)  
 40 C.F.R. § 745.113(b)(3) .....\$258

Count 322

42 U.S.C. § 4852d(b)(5)

40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 323</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$440
<u>Count 324</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(4) .....	\$516
<u>Count 325</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 326</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 327</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$110
<u>Count 328</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$645
<u>Count 329</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(6) .....	\$129

**L&J, as Lessor, One Management, as Agent,  
Proposed Gravity-Based Civil Penalty .....\$9,149**

**Violations in Rental Transaction by OMIG, as Lessor, and One Management, as Agent**

<u>Count 330</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 331</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$5,500
<u>Count 332</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(1) .....	\$1,320
<u>Count 333</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$660
<u>Count 334</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(b)(2) .....	\$4,400

	<u>Count 335</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2) .....		\$660
	<u>Count 336</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 337</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$1,430
	<u>Count 338</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3) .....		\$220
	<u>Count 339</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 340</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$2,750
	<u>Count 341</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(4) .....		\$440
	<u>Count 342</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 343</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$550
	<u>Count 344</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
	<u>Count 345</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6) .....		\$110
<b>OMIG, as Lessor, One Management, as Agent,</b>		
<b>Proposed Gravity-Based Civil Penalty.....</b>		<b>\$20,240</b>

**Violations in Sales Transactions by One Management**

	<u>Count 346</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,547
	<u>Count 347</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 348</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 349</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,547
	<u>Count 350</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 351</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 352</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 353</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,547
	<u>Count 354</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 355</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 356</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 357</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 358</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 359</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,547
	<u>Count 360</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 361</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 362</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 363</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 364</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 365</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 366</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 367</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 368</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 369</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 370</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,547
<u>Count 371</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,547
<u>Count 372</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320
<u>Count 373</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,547
<u>Count 374</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,547
<u>Count 375</u>	
42 U.S.C. § 4852d(b)(5) 40 C.F.R. § 745.113(a)(1) .....	\$1,320

	<u>Count 376</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 377</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 378</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 379</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 380</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 381</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 382</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,547
	<u>Count 383</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,547
	<u>Count 384</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 385</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 386</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,547
	<u>Count 387</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,320
	<u>Count 388</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,547
	<u>Count 389</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(1) .....		\$1,547
	<u>Count 390</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 391</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 392</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 393</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 394</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 395</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 396</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 397</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 398</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 399</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 400</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 401</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 402</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 403</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 404</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(a)(2) .....	\$774
<u>Count 405</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 406</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 407</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 408</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 409</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 410</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
<u>Count 411</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 412</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 413</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 414</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 415</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 416</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 417</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
<u>Count 418</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660

	<u>Count 419</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 420</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 421</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$774
	<u>Count 422</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$774
	<u>Count 423</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 424</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$774
	<u>Count 425</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$774
	<u>Count 426</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 427</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 428</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 429</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 430</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 431</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 432</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(2) .....		\$660
	<u>Count 433</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 434</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 435</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 436</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 437</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 438</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 439</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 440</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 441</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 442</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 443</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 444</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 445</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 446</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 447</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(a)(3) .....	\$258
<u>Count 448</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 449</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 450</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
<u>Count 451</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 452</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 453</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 454</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 455</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
<u>Count 456</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
<u>Count 457</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 458</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 459</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 460</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 461</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220

	<u>Count 462</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$258
	<u>Count 463</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 464</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 465</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 466</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 467</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 468</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 469</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 470</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 471</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 472</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 473</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$258
	<u>Count 473</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$258
	<u>Count 475</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(3) .....		\$220
	<u>Count 476</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
	<u>Count 477</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
	<u>Count 478</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 479</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 480</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 481</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 482</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 483</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 484</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 485</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 486</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
	<u>Count 487</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
	<u>Count 488</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 489</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 490</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(a)(3) .....	\$258
<u>Count 491</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 492</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
<u>Count 493</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
<u>Count 494</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 495</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 496</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 497</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 498</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 499</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
<u>Count 500</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 501</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 502</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
<u>Count 503</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 504</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440

	<u>Count 505</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 506</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 507</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$516
	<u>Count 508</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$516
	<u>Count 509</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 510</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 511</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 512</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 513</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 514</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$516
	<u>Count 515</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 516</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 517</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 518</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 519</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 520</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 521</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 522</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 523</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 524</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 525</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
	<u>Count 526</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
	<u>Count 527</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 528</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
	<u>Count 529</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
	<u>Count 530</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 531</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 532</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
	<u>Count 533</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 534</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 535</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 536</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 537</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 538</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
<u>Count 539</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
<u>Count 540</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 541</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 542</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
<u>Count 543</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 544</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
<u>Count 545</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
<u>Count 546</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 547</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440

	<u>Count 548</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 549</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 550</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(4) .....		\$440
	<u>Count 551</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$516
	<u>Count 552</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 553</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 554</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$516
	<u>Count 555</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 556</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 557</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 558</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 559</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$516
	<u>Count 560</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 561</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 562</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 563</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 564</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 565</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 566</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 567</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 568</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 569</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 570</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 571</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 572</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 573</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 574</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
	<u>Count 575</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$516
	<u>Count 576</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 577</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$516
<u>Count 578</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$516
<u>Count 579</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 580</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 581</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 582</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 583</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 584</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 585</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 586</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 587</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$516
<u>Count 588</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$516
<u>Count 589</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 590</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440

	<u>Count 591</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$516
	<u>Count 592</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 593</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$516
	<u>Count 594</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$516
	<u>Count 595</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 596</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 597</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 598</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 599</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$440
	<u>Count 600</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$129
	<u>Count 601</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 602</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$110
	<u>Count 603</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$129
	<u>Count 604</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(5) .....		\$110
	<u>Count 605</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 606</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 607</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 608</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$129
	<u>Count 609</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 610</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 611</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 612</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 613</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 614</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$129
	<u>Count 615</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 616</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 617</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 618</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 619</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 620</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 621</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 622</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 623</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 624</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 625</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$129
<u>Count 626</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$129
<u>Count 6227</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 628</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$129
<u>Count 629</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$129
<u>Count 630</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 631</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 632</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 633</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110

	<u>Count 634</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 635</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 636</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 637</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 638</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$129
	<u>Count 639</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$129
	<u>Count 640</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 641</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 642</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$129
	<u>Count 643</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 644</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$129
	<u>Count 645</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$129
	<u>Count 646</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 647</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(a)(7) .....		\$110
	<u>Count 648</u>	

42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 649</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
	<u>Count 650</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110

**One Management, as Seller,  
Proposed Gravity-Based Civil Penalty .....\$167,716**

**Violations in Sales Transactions by OMIG**

	<u>Count 651</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 652</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,320
	<u>Count 653</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(1) .....	\$1,547
	<u>Count 654</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 655</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 656</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$660
	<u>Count 657</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(2) .....	\$774
	<u>Count 658</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$258
	<u>Count 659</u>
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$220
	<u>Count 660</u>
42 U.S.C. § 4852d(b)(5)	

40 C.F.R. § 745.113(a)(3) .....	\$220
<u>Count 661</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(3) .....	\$ 258
<u>Count 662</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 663</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$440
<u>Count 664</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(4) .....	\$516
<u>Count 665</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 666</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$440
<u>Count 667</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(5) .....	\$516
<u>Count 668</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 669</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$110
<u>Count 670</u>	
42 U.S.C. § 4852d(b)(5)	
40 C.F.R. § 745.113(a)(7) .....	\$129

**OMIG, as Seller,  
Proposed Gravity-Based Civil Penalty .....\$11,152**

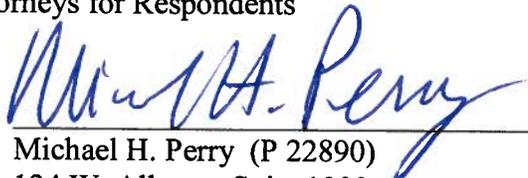
**ANSWER: The Respondents deny the allegations in the "Proposed Civil Penalty" section above because they are untrue. Further, the Proposed Civil Penalty is inappropriate for one or more of the reasons stated in the Respondents' Affirmative Defenses, the terms and contents of which are expressly adopted and incorporated herein. Additionally, the Proposed Civil Penalty is excessive and its imposition violates the Respondents' rights guaranteed by the Fifth and Eighth Amendments of the United States Constitution.**

WHEREFORE, the Respondents respectfully request that the Complaint against them be dismissed and that no penalty be imposed upon them.

Respectfully submitted,

**FRASER TREBILCOCK DAVIS & DUNLAP, P.C.**  
Attorneys for Respondents

Dated: August 13, 2008

By: 

Michael H. Perry (P 22890)  
124 W. Allegan, Suite 1000  
Lansing, Michigan 48933  
(517) 482-5800

#### **AFFIRMATIVE DEFENSES**

The Respondents state that they may rely upon one or more of the following Affirmative Defenses during the pendency of this matter:

1. The Respondents are unable to pay the penalties which the U.S. EPA seeks to impose in this matter.
2. Imposition of the penalties which the U.S. EPA seeks to impose in this matter shall result in the Respondents' inability to continue to do business.
3. The penalties which the U.S. EPA seeks to impose in this matter are excessive and if imposed, shall result in a deprivation of the Respondents' rights as guaranteed by the Fifth and Eighth Amendments of the U.S. Constitution.
4. The imposition of the penalties sought in this matter shall result in an uncompensated taking of the Respondents' property, contrary to the Respondents' rights as guaranteed by the Fifth Amendment of the United States Constitution.

5. The Respondents have previously undertaken a substantial lead-based paint inspection and abatement project involving a number of properties and for which the Respondents have paid approximately \$400,000. The Respondents have continued to make payments upon the debt incurred to fund these lead-based paint inspection and abatement activities. The Respondents' performance of the lead-based paint inspection and abatement activities should mitigate the nature and amount of the penalties, if any, imposed upon them.

6. If and to the extent that the U.S. EPA seeks to impose penalties upon the Respondents for one or more acts outside the applicable period of limitations (including the tolling thereof from June 1, 2006 to November 30, 2006 and from December 7, 2007 to June 30, 2008), the imposition of said penalties for said acts is barred by the applicable statute of limitations.

7. The Respondents are entitled to a setoff against the penalty(ies) in the amounts the Respondents spent and continue to spend in regard to their lead-based paint inspection and abatement projects.

8. The Respondents are entitled to a setoff against the penalty(ies) in the amounts of lost rental revenues incurred during and as a result of the Respondents' lead-based paint inspection and abatement projects.

9. The penalties sought by the U.S. EPA are otherwise inappropriate in light of the facts and circumstances applicable to this matter.

10. The applicable principles of equity and estoppel preclude the imposition of the penalties sought in the instant action, particularly in light of the Respondents' prior performance of lead-based paint inspection and abatement activities and/or the Respondents' inability to pay

the penalties and/or the Respondents' continued expenditures upon their lead-based paint inspection and abatement projects.

11. The U.S. EPA has abused its administrative authority and seeks to compel the performance of lead-based paint inspection and/or abatement activities when it has no legislative authority to do so.

12. The Respondents did not commit any knowing violation of the statutes and/or administrative rules upon which the U.S. EPA has based its complaint.

13. The Respondents request an informal settlement conference in Detroit, Michigan.

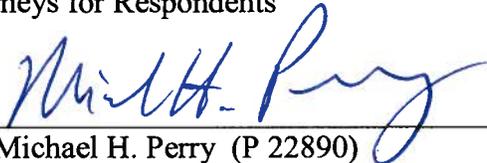
14. The Respondents request an evidentiary hearing (trial) in regard to each and all of the allegations against them in Detroit, Michigan.

WHEREFORE, the Respondents respectfully request that the Complaint against them be dismissed and that no penalty be imposed upon them.

Respectfully submitted,

**FRASER TREBILCOCK DAVIS & DUNLAP, P.C.**  
Attorneys for Respondents

Dated: August 13, 2008

By: 

Michael H. Perry (P 22890)  
124 W. Allegan, Suite 1000  
Lansing, Michigan 48933  
(517) 482-5800

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

In the Matter of:

One Management, Inc.,  
L & J Investment, Inc., and  
One Management Investment Group,  
Detroit, Michigan,

Docket No.: TSCA-05-2008-0012

PROOF OF SERVICE

Respondents.

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Mary McAuliffe (C-14J)  
Associate Regional Counsel  
Attorney for Complainant  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

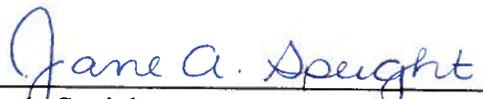
STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF INGHAM     )

Jane A. Speight, being first duly sworn, deposes and says that on this 13<sup>th</sup> day of August, 2008, she served a copy of Respondent's Answer to Complaint upon the following individual(s):

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

by placing the same in an envelope(s) addressed to said individual(s) at the aforesaid business address(es) and federal expressing same.

FRASER  
TREBILCOCK  
DAVIS &  
DUNLAP,  
P.C.  
LAWYERS  
LANSING,  
MICHIGAN  
48933

  
\_\_\_\_\_  
Jane A. Speight