



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

JUN 23 2008

REPLY TO THE ATTENTION OF:
L-8J

CERTIFIED MAIL

Receipt No.7001 0320 0005 8921 6228

Lorraine Fitzpatrick, Registered Agent
L&J Investment, Inc.
9930 Whittier
Detroit, MI 48224

Re: In the Matter of One Management, Inc.; L&J Investment, Inc.; and
One Management Investment Group, Detroit, Michigan

TSCA-05-2008-0012

Dear Ms. Fitzpatrick:

I have enclosed a complaint filed by the United States Environmental Protection Agency (U.S. EPA), Region 5 against One Management, Inc.; L&J Investment, Inc.; and One Management Investment Group, Detroit, Michigan under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a). The complaint alleges violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq.

As provided in the complaint, if you would like to request a hearing, you must do so in your answer to the complaint. Please note that if you do not file an answer with the Regional Hearing Clerk (E-13J), U.S. EPA, Region 5, 77 West Jackson Blvd., Chicago, IL 60604 within 30 days of your receipt of this complaint, a default order may be issued and the proposed civil penalty will become due 30 days later.

In addition, whether or not you request a hearing, you may request an informal settlement conference. If you wish to request a conference, or if you have any questions about this matter, please contact Mary McAuliffe, Associate Regional Counsel at (312) 886-6237.

Sincerely,

Margaret M. Guerriero, Director
Land and Chemicals Division

Enclosure

cc: Michael H. Perry, Esq.
Fraser, Trebilcock, Davis & Dunlap, P.C.

CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Complaint involving Lorraine Fitzpatrick, Registered agent of L&J Investment, Inc. Detroit, Michigan, was filed on June 23, 2008, with the Regional Hearing Clerk (E-13J), U. S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No.7001 0320 0005 8921 6228 along with a copy each of the "Consolidated Rules of Practice, 40 C.F.R. Part 22," and "Section 1018 Disclosure Rule Enforcement Response Policy" to:

Lorraine Fitzpatrick, Registered Agent
L&J Investment, Inc.
Detroit, Michigan, 48224

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
Mary McAuliffe, Counsel for Complainant/C-14J
Eric Volck, Cincinnati Finance/MWD


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

TSCA-05-2008-0012

Docket No. _____

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

JUN 23 2008

REPLY TO THE ATTENTION OF:
L-8J

CERTIFIED MAIL

Receipt No.7001 0320 0005 8921 6204

Ablahad J.A. Watha, Registered Agent
One Management, Inc.
9930 Whittier
Detroit, MI 48224

Re: In the Matter of One Management, Inc.; L&J Investment, Inc.; and
One Management Investment Group, Detroit, Michigan

TSCA-05-2008-0012

Dear Mr. Watha:

I have enclosed a complaint filed by the United States Environmental Protection Agency (U.S. EPA), Region 5 against One Management, Inc.; L&J Investment, Inc.; and One Management Investment Group, Detroit, Michigan under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a). The complaint alleges violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq.

As provided in the complaint, if you would like to request a hearing, you must do so in your answer to the complaint. Please note that if you do not file an answer with the Regional Hearing Clerk (E-13J), U.S. EPA, Region 5, 77 West Jackson Blvd., Chicago, IL 60604 within 30 days of your receipt of this complaint, a default order may be issued and the proposed civil penalty will become due 30 days later.

In addition, whether or not you request a hearing, you may request an informal settlement conference. If you wish to request a conference, or if you have any questions about this matter, please contact Mary McAuliffe, Associate Regional Counsel at (312) 886-6237.

Sincerely,

Margaret M. Guerriero, Director
Land and Chemicals Division

Enclosure

cc: Michael H. Perry, Esq.
Fraser, Trebilcock, Davis & Dunlap, P.C.

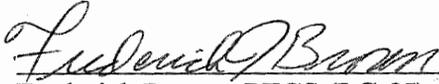
CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Complaint involving Ablahad J.A. Watha, Registered agent of One Management, Inc. Detroit, Michigan, was filed on June 23, 2008, with the Regional Hearing Clerk (E-13J), U. S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No.7001 0320 0005 8921 6204 along with a copy each of the "Consolidated Rules of Practice, 40 C.F.R. Part 22," and "Section 1018 Disclosure Rule Enforcement Response Policy" to:

Ablahad J.A. Watha, Registered Agent
One Management, Inc.
Detroit, Michigan, 48224

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
Mary McAuliffe, Counsel for Complainant/C-14J
Eric Volck, Cincinnati Finance/MWD


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

TSCA-05-2008-0012

Docket No. _____

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

JUN 23 2008

REPLY TO THE ATTENTION OF:
L-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0005 8921 6211

Robert S. Hollander, Registered Agent
One Management Investment Group, Inc.
30300 Northwestern Hwy, Suite 309
Farmington Hills, MI 48334

Re: In the Matter of One Management, Inc.; L&J Investment, Inc.; and
One Management Investment Group, Detroit, Michigan

TSCA-05-2008-0012

Dear Mr. Hollander:

I have enclosed a complaint filed by the United States Environmental Protection Agency (U.S. EPA), Region 5 against One Management, Inc.; L&J Investment, Inc.; and One Management Investment Group, Detroit, Michigan under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a). The complaint alleges violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq.

As provided in the complaint, if you would like to request a hearing, you must do so in your answer to the complaint. Please note that if you do not file an answer with the Regional Hearing Clerk (E-13J), U.S. EPA, Region 5, 77 West Jackson Blvd., Chicago, IL 60604 within 30 days of your receipt of this complaint, a default order may be issued and the proposed civil penalty will become due 30 days later.

In addition, whether or not you request a hearing, you may request an informal settlement conference. If you wish to request a conference, or if you have any questions about this matter, please contact Mary McAuliffe, Associate Regional Counsel at (312) 886-6237.

Sincerely,

Margaret M. Guerriero, Director
Land and Chemicals Division

Enclosure

cc: Michael H. Perry, Esq.
Fraser, Trebilcock, Davis & Dunlap, P.C.

CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Complaint involving Robert S. Hollander, Registered agent of One Management Investment Group, Inc. Farmington Hills, Michigan, was filed on June 23, 2008, with the Regional Hearing Clerk (E-13J), U. S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No.7001 0320 0005 8921 6211, along with a copy each of the "Consolidated Rules of Practice, 40 C.F.R. Part 22," and "Section 1018 Disclosure Rule Enforcement Response Policy" to:

Robert S. Hollander, Registered Agent
One Management Investment Group, Inc.
Farmington Hills, Michigan 48334

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
Mary McAuliffe, Counsel for Complainant/C-14J
Eric Volck, Cincinnati Finance/MWD



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

TSCA-05-2008-0012

Docket No. _____

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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)	Docket No. TSCA-05-2008-0012
)	
One Management, Inc.,)	Proceeding to Assess a Civil Penalty Under
L&J Investment, Inc., and)	Section 16(a) of the Toxic Substances
One Management Investment Group,)	Control Act, 15 U.S.C. § 2615(a)
Detroit, Michigan,)	
)	
Respondents.)	

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Complaint

1. This is an administrative proceeding to assess a civil penalty under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a).
2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, United States Environmental Protection Agency (U.S. EPA), Region 5.
3. Respondents are One Management, Inc. (One Management), L&J Investment, Inc. (L&J), and One Management Investment Group (OMIG), all with a place of business located at 9930 Whittier Street, Detroit, Michigan.

Statutory and Regulatory Background

4. In promulgating Section 1018 of Title X, the Residential Lead-Based Paint Hazard Reduction Act of 1992, at 42 U.S.C. § 4851, Congress found, among other things, that low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6; at low levels, lead poisoning in children causes intelligence deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or

abraded lead-based paint is the most common cause of lead poisoning in children. Key components of the national strategy to reduce and eliminate the threat of childhood lead poisoning are mandatory disclosure and notification requirements for residential rentals and sales. 42 U.S.C. § 4852d (Section 1018) requires the Administrator and the Secretary of the United States Department of Housing and Urban Development (HUD) to promulgate regulations for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease.

5. On March 6, 1996, U.S. EPA and HUD promulgated regulations codified at 40 C.F.R. Part 745, Subpart F and 24 C.F.R. Part 35, Subpart A, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule) pursuant to 42 U.S.C. § 4852d. Owners of more than four residential dwellings must comply with Subpart F: and 24 C.F.R. Part 35, Subpart A, by September 6, 1996 pursuant to 40 C.F.R. § 745.102(a).

6. The Disclosure Rule implements the provisions of 42 U.S.C. § 4852d which impose certain requirements on the sale or lease of target housing.

7. 40 C.F.R. § 745.103 defines “target housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

8. 40 C.F.R. § 745.103 defines “residential dwelling” as (1) a single-family dwelling including attached structures such as porches and stoops; or (2) a single family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such

unit is used or occupied, in whole or in part, as the residence of one or more persons.

9. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian Tribes, and nonprofit organizations.

10. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent or sublease target housing, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

11. 40 C.F.R. § 745.103 defines “agent” as any party who enters into a contract with a seller or a lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.

12. 40 C.F.R. § 745.103 defines “seller” as any entity that transfers legal title to target housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

13. 40 C.F.R. § 745.103 defines “purchaser” as any entity that enters into an agreement to purchase an interest in target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

14. 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.

15. 40 C.F.R. § 745.115 requires each agent to ensure the seller or lessor has performed all disclosure activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113 or to personally ensure compliance with the disclosure activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113.

16. 40 C.F.R. § 745.113(a) requires that each contract to sell target housing include an attachment containing a lead warning statement; a statement by the seller disclosing the presence of any known lead-based paint and/or lead-based paint hazards or lack of knowledge of such presence; a list of any records or reports available to the seller that have been provided to the purchaser regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records are available; 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; a statement by the purchaser that he/she has received or waived the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a); and signatures and dates of signatures of the seller, agent, and purchaser certifying the accuracy of their statements.

17. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include as an attachment or within the contract a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such

records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and signatures and dates of signatures of the lessor and lessee certifying the accuracy of their statements.

18. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failing to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118(f), and 42 U.S.C. § 4852d(b)(5).

General Allegations

19. Complainant incorporates paragraphs 1 through 19 of this Complaint as if set forth in this paragraph.

20. At various times prior to the date of this Complaint, Respondent One Management owned the following residential dwellings in the State of Michigan: 18065 Albion, 4131 Algonquin, 14508 Alma, 1576 Alter, 10332 American, 13138 Appoline, 14259 Auburn, 145 Avalon, 5836 Barrett Street, 5836 Barrett Street, 1487 Beatrice, 4212 Beaconsfield, 15332 Beaverland, 8600 Beechdale, 8055 Brentwood, 8055 Brentwood, 6689 Burns, 13732 Caldwell, 13434 Camden, 8861 Canfield, 15663 Carlisle, 19367 Carrie, 13585 Cedar Grove, 221 Chalmers, 14060 Chapel, 14319 Chapel, 19001 Charest, 12245 Chelsea, 13390 Chelsea, 15446 Cheyenne, 15293 Coram, 12135 Corbett, 9195 Coyle, 12690 Coyle, 10513 Duprey, 11696 Dwyer, 2633 East Forest, 15039 Eastwood, 1259 W. Euclid, 12390 Evanston, 13412 Evanston, 14535 Evanston, 20139 Exeter, 15507 Fairfield, 12565 Fairport, 17233 Fenelon, 18621 Fenelon, 18924 Fielding, 13433 Flanders,

14876 Flanders, 192 Florence, 14208 Fordham, 14615 Fordham, 14635 Fordham,
1926 Geneva, 9253 Genessee, 15086 Glenwood, 17941 Goddard, 14209 Greenlawn,
9506 Greenboro, 338 Grove, 17354 Hamburg, 17380 Hamburg, 13409 Hampshire,
15021 Hartwell, 15765 Hartwell, 13485 Hazelridge, 19777 Heydan, 12905 Hickory,
18508 Hickory, 20020 Hickory, 296 Holbrook, 14610 Houston, 18410 Joann, 18424 Joann,
20076 Joann, 13832 Jos. Campau, 20124-26 Keating, 14922 Kilbourne, 781 Lakewood,
2555 Lakewood, 2557 Lakewood, 19423 Lamont, 14727 Lannette, 14930 Lappin, 15081 Lasher,
15075 Lasher, 14500 Linhurst, 12447 Longacre, 12782 Longview, 52 Louise, 231 Louise,
21120 Lyndon, 12705 Maiden, 17450 Maine, 14491 Maple Ridge, 4457 Maryland, 9016 May,
13626 Minock, 20211 Moenart, 51 W. Montana, 5519 Nottingham, 10144 Nottingham,
14505 Novara, 14944 Novara, 17356 Oakfield, 19406-08 Omira, 7149 Palmetto, 7149 Palmetto,
13682-84 Parkgrove, 14028-30 Parkgrove, 14268 Parkgrove, 15445 Park Grove,
17512 Pembroke, 15811 Parkside, 8061 Patton, 14025 Pfent, 5280 Philip, 7415 Piedmont,
9339 Pierson, 14884 Pierson, 14899 Pierson, 232 Pilgrim, 13851 Pinewood, 12080 Promenade,
13401-03 Promenade, 12745-47 Promenade, 13403 Promenade, 14911 Promenade,
15833 Riverdale, 14122 Rochelle, 15369 Rockdale, 11075 Rosemary, 12801 Rosemary,
19251 Ryan, 12939-41 St. Louis, 9924 St. Mary's, 15780 St. Mary's, 20863 Santa Clara,
14875 Saratoga, 19141 Schoenherr, 5985 Seminole, 19176 Spencer, 14718 Springarden,
17222 Strasburg, 14061 Strathmore, 91 Sturtevant, 12612 Sussex, 13488 Syracuse,
13766 Syracuse, 13512 Syracuse, 72 Tenneyson, 21704 Thatcher, 13801 Thornton,
3651 Three Mile Drive, 17343 Trinity, 15492 Turner, 15492 Turner, 13094 Wade, 13411 Wade,

13431 Wade, 12611 Waltham, 17285 Westphalia, 14903 Wildemere, 14908 Wildemere, 9204 Winthrop, 16538 Woodingham, Detroit, Michigan; 34 W. Buena Vista, 167 W. Buena Vista, 247 California Street, 20 Colorado, 205 Colorado, 318 Grove, 123 Louise, 135 Louise, 137 McLean, 194 Monterey, 70 Puritan, 184 Tuxedo, and 234 Tyler Street, Highland Park, Michigan; 3118 Ash and 26740 New York, Inkster, Michigan; 171 Court, Mount Clemens, Michigan; and 7068 Dodge, Warren Michigan (Residential Dwellings).

21. At various times prior to the date of this Complaint, Respondent L&J owned the following residential dwellings: 2023 W. Davison, 158 Monterey, 1469 Pingree, and 13421 Young, Detroit, Michigan (Residential Dwellings).

22. At various times prior to the date of this Complaint, Respondent OMIG owned the following residential dwellings: 17371 Evergreen, 12315 Kilbourne, 16011 San Juan, 14232 Seymour, and 9243 Sussex, Detroit, Michigan (Residential Dwellings).

23. At various times prior to the date of this Complaint, Respondent One Management acted as the rental, management agent for the following residential dwellings in the State of Michigan: 2023 W. Davison, 12315 Kilbourne, 158 Monterey, 1469 Pingree, 16011 San Juan, 14232 Seymour, 9243 Sussex, and 13421 Young, Detroit, Michigan (Residential Dwellings).

24. Each Residential Dwelling was constructed prior to 1978.

25. Each Residential Dwelling is "target housing" as defined in 40 C.F.R. § 745.103.

26. On August 29, 2002, representatives of the U.S. EPA and HUD conducted an inspection at Respondent One Management's office at 9930 Whittier Street, Detroit, Michigan,

to monitor compliance with Section 1018 and its implementing regulations at 40 C.F.R. Part 745, Subpart F.

27. On October 23, 2003, Complainant issued an administrative subpoena to Respondent One Management, under authority of Section 11 of TSCA, 15 U.S.C. § 2610, seeking, among other things, copies of all rental agreements and lead-based paint disclosure documentation for rental transactions at Residential Properties owned and/or managed by Respondent One Management from "September 1, 2000 to present."¹

28. On November 6, 2003, Respondent One Management's employee, Mary Williams, signed the certified mail card acknowledging receipt of the administrative subpoena referenced in paragraph 27, above.

29. At Respondent One Management's request, U.S. EPA granted a 30-day extension to respond to the administrative subpoena, referenced in paragraph 27, above, which was confirmed by Respondent One Management's legal representative in a letter dated November 21, 2003.

30. The 30-day extension, referenced in paragraph 29, above, was informally further extended based on Respondent One Management's representation of steps it was taking in furtherance of settlement with U.S. EPA and HUD.

31. In a letter dated September 10, 2004, U.S. EPA informed Respondent One Management's legal representative that U.S. EPA was reinstating the requirements of the TSCA Subpoena, referenced in paragraph 27, above.

32. On October 1 and 22, 2004, Respondent One Management provided Complainant with documents responsive to the TSCA administrative subpoena referenced in paragraph 27,

above, including information identifying Respondents One Management, L&J, and OMIG, as owners and Respondent One Management as the rental property manager of the Residential Dwellings.

33. On the following date(s), Respondents, either directly or through Respondent One Management as rental property manager, entered into the following 102 written lease agreements (contracts) with individuals for the lease of the following Residential Dwellings:

Street Address	City ²	Owner ³	Date of Lease
14508 Alma			10/28/03
14508 Alma			5/17/04
13138 Appoline			5/14/04
145 Avalon			ND
5836 Barrett Street, #3			6/6/03
1487 Beatrice			2/17/03
6689 Burns			ND
167 W. Buena Vista	Highland Park		2/8/04
34 W. Buena Vista	Highland Park		3/10/03
13732 Caldwell			5/3/04
8861 Canfield			4/25/03
13390 Chelsea			2/4/03
13390 Chelsea			9/2/03
19001 Charest			5/23/03
15293 Coram			6/1/03
15293 Coram			12/10/03
9195 Coyle			11/10/03
12690 Coyle			5/10/04
2023 W. Davison		L&J	9/17/03
1259 W. Euclid			5/27/03
12390 Evanston			7/8/03
14535 Evanston			10/02/01 ⁴
17371 Evergreen			9/22/03
20139 Exeter			3/1/01 ⁴
17233 Fenelon			7/1/04

1 October 23, 2003, TSCA Subpoena, In the Matter of: One Management, Inc. at page A-3, III. 2.

2 Unless otherwise noted the City is Detroit. All cities are in Michigan.

3 Unless otherwise noted the owner is One Management, Inc.

4 Rent increase notice 2/24/04

18621 Fenelon			9/30/03
14876 Flanders			8/12/04
192 Florence			2/2/04
14208 Fordham			5/3/04
14615 Fordham			1/30/03
9253 Genessee, Upper			6/10/04
15086 Glenwood			7/13/04
14209 Greenlawn			2/3/03
9506 Greenboro, Lower			5/19/03
318 Grove			11/17/03
338 Grove			4/17/04
17354 Hamburg			6/23/04
13409 Hampshire			4/26/04
13485 Hazelridge			1/27/03
19777 Heydan			4/13/04
296 Holbrook			6/1/03
14610 Houston			6/3/04
18410 Joann			10/14/03
18410 Joann			2/3/04
18424 Joann			7/18/03
18424 Joann			2/11/04
20076 Joann			8/28/03
20124-26 Keating			3/7/03
12315 Kilbourne		OMIG	8/28/03
2555 Lakewood, Upper			10/8/01 ⁴
19423 Lamont			9/1/03
19423 Lamont			1/14/04
19423 Lamont			8/31/04
14930 Lappin			6/6/03
14500 Linhurst			11/1/00 ⁴
12447 Longacre			6/1/03
135 Louise			6/20/03
231 Louise			5/30/03
17450 Maine			5/3/04
14491 Maple Ridge			9/8/03
4457 Maryland			2/8/03
4457 Maryland			12/1/03
9016 May, Upper			3/9/04
9016 May, Lower			2/20/04
51 W. Montana			6/24/03
51 W. Montana			8/21/03
158 Monterey		L&J	10/1/03

26740 New York			12/13/02
14944 Novara			6/30/03
19406-08 Omira			10/13/03
19406-08 Omira			5/13/04
14268 Parkgrove			5/5/03
8061 Patton			7/3/03
7415 Piedmont			6/11/04
232 Pilgrim			7/3/03
13851 Pinewood			3/20/01 ⁴
1469 Pingree		L&J	12/08/03
12080 Promenade			12/31/03
12745-47 Promenade			11/21/01 ⁴
14122 Rochelle			3/17/04
19251 Ryan			10/28/03
16011 San Juan		OMIG	10/10/03
5985 Seminole			1/27/03
14232 Seymour		OMIG	8/18/03
19176 Spencer			12/17/02
14718 Springarden			1/15/04
14061 Strathmore			11/13/03
91 Sturtevant			3/24/03
9243 Sussex		OMIG	7/2/03
12612 Sussex			8/25/03
13766 Syracuse			6/2/04
13512 Syracuse			2/9/04
72 Tenneyson			2/1/03
72 Tenneyson			6/14/04
13094 Wade			7/2/03
13411 Wade			7/8/03
13411 Wade			12/12/03
13431 Wade			4/26/04
12611 Waltham			6/25/03
9204 Winthrop			6/15/04
13421 Young		L&J	5/6/04
13421 Young		L&J	9/2/04

34. Each of the Residential Dwellings referenced in paragraph 33, above, was constructed prior to 1978.

35. Respondents' Residential Dwellings referenced in paragraphs 33, above, are "target housing" as defined in 40 C.F.R. § 745.103.

36. Each of the 102 contracts referenced in paragraph 33, above, covered a term of occupancy greater than 100-days.

37. On the dates referenced in paragraph 33, above, Respondent One Management, as the owner of the Residential Dwellings identified and referenced in paragraph 20, above, offered the Residential Dwellings for lease, and individuals entered into contracts on the dates listed in paragraph 33, above, to lease those Residential Dwellings.

38. Respondent One Management is a "lessor", as defined by 40 C.F.R. § 745.103, since it has offered the target housing referenced in paragraphs 20 and 33, above, for lease.

39. On the dates referenced in paragraph 33, above, Respondent L&J, as the owner of the Residential Dwellings identified and referenced in paragraph 21, above, offered the Residential Dwellings for lease, and individuals entered into contracts on the dates listed in paragraph 33, above, to lease those Residential Dwellings.

40. Respondent L&J, is a "lessor", as defined by 40 C.F.R. § 745.103, since it has offered the target housing referenced in paragraphs 21 and 33, above, for lease.

41. On the dates referenced in paragraph 33, above, Respondent OMIG, as the owner of the Residential Dwellings identified and referenced in paragraph 22, above, offered the Residential Dwellings for lease, and individuals entered into contracts on the dates listed in paragraph 33, above, to lease those Residential Dwellings.

42. Respondent OMIG, is a “lessor”, as defined by 40 C.F.R. § 745.103, since it has offered the target housing referenced in paragraphs 22 and 33, above, for lease.

43. On the dates referenced in paragraph 33, above, Respondent One Management, as the rental property manager for L&J and OMIG, owners of Residential Dwellings identified and referenced in paragraph 23, above, entered into rental contracts with individuals on the dates listed in paragraph 33, above.

44. Respondent One Management is an “agent”, as defined by 40 C.F.R. § 745.103, since it has entered into a contract to lease target housing referenced in paragraphs 23 and 33, above, on behalf of owners L&J and OMIG, as referenced in paragraph 33, above.

45. Each individual who signed a lease to pay rent in exchange for occupancy of a Residential Dwelling, referenced in paragraphs 33, 37, 39, 41 and 43, above, became a “lessee” as defined in 40 C.F.R. § 745.103, since he or she entered into an agreement to lease target housing.

46. On the following date(s), Respondents One Management and OMIG entered into the following 56 written sales agreements (contracts) with individuals for the sale of the following Residential Dwellings:

Address	City²	Owner³	Date of Sale
1576 Alter			4/27/04
3118 Ash	Inkster, MI		10/20/03
4212 Beaconsfield			12/19/02
247 California Street	Highland Park, MI		7/6/04
13434 Camden			8/25/03
15663 Carlisle			6/23/03
19367 Carrie			5/1/03
221 Chalmers			6/18/03
20 Colorado	Highland Park, MI		4/29/04
205 Colorado	Highland Park, MI		3/31/04

11696 Dwyer			6/18/03
15039 Eastwood			4/4/03
17371 Evergreen		OMIG	5/7/04
15507 Fairfield			12/19/02
1926 Geneva			12/20/02
9506 Greensboro			6/18/03
318 Grove	Highland Park, MI		4/9/04
15765 Hartwell			6/18/03
13485 Hazelridge Ave.			5/1/03
12905 Hickory			4/17/03
18508 Hickory			9/15/03
20020 Hickory			12/19/02
14922 Kilbourne			12/19/02
781 Lakewood			4/7/03
14727 Lannette			9/2/03
14930 Lappin			12/15/03
52 Louise	Highland Park, MI		3/14/03
123 Louise	Highland Park, MI		4/9/04
135 Louise	Highland Park, MI		4/9/04
21120 Lyndon			3/24/03
9012-16 May			4/1/04
137 McLean	Highland Park, MI		6/14/04
20211 Moenart			6/4/03
26740 New York	Inkster, MI		2/4/04
5519 Nottingham			2/10/04
10144 Nottingham			6/20/03
14944 Novara			6/20/03
13682-84 Parkgrove			11/13/03
14028-30 Parkgrove			8/25/03
15811 Parkside			5/1/03
8061 Patton			7/21/04
14025 Pfent			3/29/04
5280 Philip			10/20/03
13401-03 Promenade			4/7/03
14911 Promenade			6/20/03
70 Puritan	Highland Park, MI		4/21/04
12939-41 St. Louis			11/13/03
19141 Schoenherr			4/1/04
91 Sturtevant			6/13/03
184 Tuxedo	Highland Park, MI		6/14/04
234 Tyler Street	Highland Park, MI		5/11/04
51 West Montana			1/15/04

17285 Westphalia			2/09/04
14903 Wildemere			4/4/03
14908 Wildemere			4/4/03
Two properties at:			3/24/03
15081 Lasher			
15075 Lasher			

47. Respondents' Residential Dwellings referenced in paragraph 46, above, were constructed prior to 1978.

48. Respondents' Residential Dwellings referenced in paragraph 46, above, are "target housing" as defined in 40 C.F.R. § 745.103.

49. Prior to the dates of sale referenced in paragraph 46, above, Respondents One Management and OMIG were the owners and/or held legal title to the Residential Dwellings, as referenced in paragraph 46, above.

50. On the dates referenced in paragraph 46, above, Respondent One Management entered into contracts to transfer the title to the Residential Dwellings identified and referenced in paragraph 46, above (contracts to sell).

51. As a result of the contracts to sell the Residential Dwellings, referenced in paragraphs 46 and 50, above, Respondent One Management became a "seller" as defined in 40 C.F.R. § 745.103.

52. On the date referenced in paragraph 46, above, Respondent OMIG entered into a contract to transfer the title to the Residential Dwelling identified and referenced in paragraph 46, above (contract to sell).

53. As a result of the contract to sell the Residential Dwelling, referenced in paragraphs 46 and 52, above, Respondent OMIG became a "seller" as defined in 40 C.F.R. § 745.103.

54. As a result of the contacts to sell, each entity that entered into an agreement to purchase a Residential Dwelling became a "purchaser" as defined in 40 C.F.R. § 745.103.

55. On November 26, 2007, U.S. EPA advised Respondents by letter that U.S. EPA was planning to file a civil administrative complaint against Respondents for specific alleged violations of Section 1018 and that the complaint would seek a civil penalty. U.S. EPA asked Respondents to identify any factors Respondents thought U.S. EPA should consider before issuing the complaint. 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.

56. On November 27, 2007, Respondents received the pre-filing notice letter referenced in paragraph 55, above. To date, Respondents have not provide facts or other information concerning their ability to pay a penalty.

57. The Director of the Land and Chemicals Division, U.S. EPA, Region 5, has determined that Respondents have violated the federal regulations regarding the disclosure of lead-based paint and/or lead based paint hazards, 40 C.F.R. Part 745, as described below, and thereby violated Section 409 of TSCA, 15 U.S.C. § 2689.

Failure to Disclose in Rental Contracts as Lessor by Respondent One Management

Counts 1 through 44

58. Complainant incorporates paragraphs 1 through 57 of this Complaint as if set forth in this paragraph.

59. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(1) requires the lessor to include a Lead Warning Statement, either within each contract or as an attachment to each contract to lease target housing.

60. Count 1: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 14508 Alma, Detroit, Michigan, in the May 17, 2004 contract referenced in paragraph 33, above.

61. Count 2: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13138 Appoline, Detroit, Michigan, in the May 14, 2004 contract referenced in paragraph 33, above.

62. Count 3: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1487 Beatrice, Detroit, Michigan, in the February 17, 2003 contract referenced in paragraph 33, above.

63. Count 4: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 167 W. Buena Vista, Highland Park, Michigan, in the February 8, 2004 contract referenced in paragraph 33, above.

64. Count 5: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13732 Caldwell, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

65. Count 6: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13390 Chelsea, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 33, above.

66. Count 7: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 15293 Coram, Detroit, Michigan, in the December 10, 2003 contract referenced in paragraph 33, above.

67. Count 8: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 9195 Coyle, Detroit, Michigan, in the November 10, 2003 contract referenced in paragraph 33, above.

68. Count 9: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12690 Coyle, Detroit, Michigan, in the May 10, 2004 contract referenced in paragraph 33, above.

69. Count 10: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1259 W. Euclid, Detroit, Michigan, in the May 27, 2003 contract referenced in paragraph 33, above.

70. Count 11: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12390 Evanston, Detroit, Michigan, in the July 8, 2003 contract referenced in paragraph 33, above.

71. Count 12: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 14535 Evanston,

Detroit, Michigan, in the October 2, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

72. Count 13: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 20139 Exeter, Detroit, Michigan, in the March 1, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

73. Count 14: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 14876 Flanders, Detroit, Michigan, in the August 12, 2004 contract referenced in paragraph 33, above.

74. Count 15: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 192 Florence, Detroit, Michigan, in the February 2, 2004 contract referenced in paragraph 33, above.

75. Count 16: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 14208 Fordham, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

76. Count 17: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 15086 Glenwood, Detroit, Michigan, in the July 13, 2004 contract referenced in paragraph 33, above.

77. Count 18: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 9506 Greenboro, Lower, Detroit, Michigan, in the May 19, 2003 contract referenced in paragraph 33, above.

78. Count 19: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 318 Grove, Detroit, Michigan, in the November 17, 2003 contract referenced in paragraph 33, above.

79. Count 20: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13409 Hampshire, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

80. Count 21: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13485 Hazelridge, Detroit, Michigan, in the January 27, 2003 contract referenced in paragraph 33, above.

81. Count 22: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 19777 Heydan, Detroit, Michigan, in the April 13, 2004 contract referenced in paragraph 33, above.

82. Count 23: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 296 Holbrook, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

83. Count 24: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 18410 Joann, Detroit, Michigan, in the February 3, 2004 contract referenced in paragraph 33, above.

84. Count 25: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 20076 Joann, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

85. Count 26: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 2555 Lakewood, Upper, Detroit, Michigan, in the October 8, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

86. Count 27: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 19423 Lamont, Detroit, Michigan, in the January 14, 2004 contract referenced in paragraph 33, above.

87. Count 28: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 14500 Linhurst, Detroit, Michigan, in the November 1, 2000 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

88. Count 29: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12447 Longacre, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

89. Count 30: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 14944 Novara, Detroit, Michigan, in the June 30, 2003 contract referenced in paragraph 33, above.

90. Count 31: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 19406-08 Omira, Detroit, Michigan, in the May 13, 2004 contract referenced in paragraph 33, above.

91. Count 32: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 7415 Piedmont, Detroit, Michigan, in the June 11, 2004 contract referenced in paragraph 33, above.

92. Count 33: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13851 Pinewood, Detroit, Michigan, in the March 20, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

93. Count 34: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12080 Promenade, Detroit, Michigan, in the December 31, 2003 contract referenced in paragraph 33, above.

94. Count 35: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12745-47 Promenade, Detroit, Michigan, in the November 21, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

95. Count 36: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 14122 Rochelle, Detroit, Michigan, in the March 17, 2004 contract referenced in paragraph 33, above.

96. Count 37: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12612 Sussex, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 33, above.

97. Count 38: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13766 Syracuse, Detroit, Michigan, in the June 2, 2004 contract referenced in paragraph 33, above.

98. Count 39: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13512 Syracuse, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 33, above.

99. Count 40: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 72 Tenneyson, Detroit, Michigan, in the February 1, 2003 contract referenced in paragraph 33, above.

100. Count 41: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13094 Wade, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

101. Count 42: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13411 Wade, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

102. Count 43: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12611 Walthem, Detroit, Michigan, in the June 25, 2003 contract referenced in paragraph 33, above.

103. Count 44: Respondent One Management failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 9204 Winthrop, Detroit, Michigan, in the June 15, 2004 contract referenced in paragraph 33, above.

104. Respondent One Management's failure to include a Lead Warning Statement, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 60 through 104, above, constitutes 44 violations of 40 C.F.R § 745.113(b)(1), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA.

Counts 45 through 109

105. Complainant incorporates paragraphs 1 through 104 of this Complaint as if set forth in this paragraph.

106. 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(b)(2) requires a lessor to include a statement disclosing either the presence of any known lead-based paints and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract to lease target housing, before a lessee is obligated under the contract to lease target housing.

107. Count 45: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 14508 Alma, Detroit, Michigan, in the May 17, 2004 contract referenced in paragraph 33, above.

108. Count 46: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target

housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13138 Appoline, Detroit, Michigan, in the May 14, 2004 contract referenced in paragraph 33, above.

109. Count 47: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1487 Beatrice, Detroit, Michigan, in the February 17, 2003 contract referenced in paragraph 33, above.

110. Count 48: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 167 W. Buena Vista, Highland Park, Michigan, in the February 8, 2004 contract referenced in paragraph 33, above.

111. Count 49: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13732 Caldwell, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

112. Count 50: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 13390 Chelsea, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 33, above.

113. Count 51: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 19001 Charest, Detroit, Michigan, in the May 23, 2003 contract referenced in paragraph 33, above.

114. Count 52: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 15293 Coram, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

115. Count 53: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 15293 Coram, Detroit, Michigan, in the December 10, 2003 contract referenced in paragraph 33, above.

116. Count 54: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 9195 Coyle, Detroit, Michigan, in the November 10, 2003 contract referenced in paragraph 33, above.

117. Count 55: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 12690 Coyle, Detroit, Michigan, in the May 10, 2004 contract referenced in paragraph 33, above.

118. Count 56: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1259 W. Euclid, Detroit, Michigan, in the May 27, 2003 contract referenced in paragraph 33, above.

119. Count 57: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 12390 Evanston, Detroit, Michigan, in the July 8, 2003 contract referenced in paragraph 33, above.

120. Count 58: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 14535 Evanston, Detroit, Michigan, in the October 2, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

121. Count 59 Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 17371 Evergreen, Detroit, Michigan, in the September 22, 2003 contract referenced in paragraph 33, above.

122. Count 60: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 20139 Exeter, Detroit, Michigan, in the March 1, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

123. Count 61: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 14876 Flanders, Detroit, Michigan, in the August 12, 2004 contract referenced in paragraph 33, above.

124. Count 62: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 192 Florence, Detroit, Michigan, in the February 2, 2004 contract referenced in paragraph 33, above.

125. Count 63: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 14208 Fordham, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

126. Count 64: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 15086 Glenwood, Detroit, Michigan, in the July 13, 2004 contract referenced in paragraph 33, above.

127. Count 65: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 14209 Greenlawn, Detroit, Michigan, in the February 3, 2003 contract referenced in paragraph 33, above.

128. Count 66: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 9506 Greenboro, Lower, Detroit, Michigan, in the May 19, 2003 contract referenced in paragraph 33, above.

129. Count 67: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 318 Grove, Detroit, Michigan, in the November 17, 2003 contract referenced in paragraph 33, above.

130. Count 68: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13409 Hampshire, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

131. Count 69: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13485 Hazelridge, Detroit, Michigan, in the January 27, 2003 contract referenced in paragraph 33, above.

132. Count 70: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 19777 Heydan, Detroit, Michigan, in the April 13, 2004 contract referenced in paragraph 33, above.

133. Count 71: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 296 Holbrook, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

135. Count 72: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 18410 Joann, Detroit, Michigan, in the October 14, 2003 contract referenced in paragraph 33, above.

136. Count 73: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 18410 Joann, Detroit, Michigan, in the February 3, 2004 contract referenced in paragraph 33, above.

136. Count 74: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 18424 Joann, Detroit, Michigan, in the July 18, 2003 contract referenced in paragraph 33, above.

137. Count 75: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 20076 Joann, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

138. Count 76: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 2555 Lakewood, Upper, Detroit, Michigan, in the October 8, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

139. Count 77: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 19423 Lamont, Detroit, Michigan, in the January 14, 2004 contract referenced in paragraph 33, above.

140. Count 78: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 14930 Lappin, Detroit, Michigan, in the June 6, 2003 contract referenced in paragraph 33, above.

141. Count 79: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 14500 Linhurst, Detroit, Michigan, in the November 1, 2000 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

142. Count 80: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 12447 Longacre, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

143. Count 81: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 231 Louise, Detroit, Michigan, in the May 30, 2003 contract referenced in paragraph 33, above.

144. Count 82: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 4457 Maryland, Detroit, Michigan, in the February 8, 2003 contract referenced in paragraph 33, above.

145. Count 83: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 9016 May, Lower, Detroit, Michigan, in the February 20, 2004 contract referenced in paragraph 33, above.

146. Count 84: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 51 W. Montana, Detroit, Michigan, in the June 24, 2003 contract referenced in paragraph 33, above.

147. Count 85: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 51 W. Montana, Detroit, Michigan, in the August 21, 2003 contract referenced in paragraph 33, above.

148. Count 86: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 26740 New York, Detroit, Michigan, in the December 13, 2002 contract referenced in paragraph 33, above.

149. Count 87: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 14944 Novara, Detroit, Michigan, in the June 30, 2003 contract referenced in paragraph 33, above.

150. Count 88: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 19406-08 Omira, Detroit, Michigan, in the October 13, 2003 contract referenced in paragraph 33, above.

151. Count 89: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 19406-08 Omira, Detroit, Michigan, in the May 13, 2004 contract referenced in paragraph 33, above.

152. Count 90: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 7415 Piedmont, Detroit, Michigan, in the June 11, 2004 contract referenced in paragraph 33, above.

153. Count 91: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 232 Pilgrim, Detroit, Michigan, in the July 3, 2003 contract referenced in paragraph 33, above.

154. Count 92: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13851 Pinewood, Detroit, Michigan, in the March 20, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

155. Count 93: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 12080 Promenade, Detroit, Michigan, in the December 31, 2003 contract referenced in paragraph 33, above.

156. Count 94: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 12745-47 Promenade, Detroit, Michigan, in the November 21, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

157. Count 95: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 14122 Rochelle, Detroit, Michigan, in the March 17, 2004 contract referenced in paragraph 33, above.

158. Count 96: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 19176 Spencer, Detroit, Michigan, in the December 17, 2002 contract referenced in paragraph 33, above.

159. Count 97: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 91 Sturtevant, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 33, above.

160. Count 98: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 12612 Sussex, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 33, above.

161. Count 99: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13766 Syracuse, Detroit, Michigan, in the June 2, 2004 contract referenced in paragraph 33, above.

162. Count 100: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13512 Syracuse, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 33, above.

163. Count 101: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 72 Tenneyson, Detroit, Michigan, in the February 1, 2003 contract referenced in paragraph 33, above.

164. Count 102: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 72 Tenneyson, Detroit, Michigan, in the June 14, 2004 contract referenced in paragraph 33, above.

165. Count 103: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13094 Wade, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

166. Count 104: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13411 Wade, Detroit, Michigan, in the July 8, 2003 contract referenced in paragraph 33, above.

167. Count 105: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13411 Wade, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

168. Count 106: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 12611 Walthem, Detroit, Michigan, in the June 25, 2003 contract referenced in paragraph 33, above.

169. Count 107: Respondent One Management failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 9204 Winthrop, Detroit, Michigan, in the June 15, 2004 contract referenced in paragraph 33, above.

170. Respondent One Management's failure to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract, in each contract for each leasing transaction referenced in paragraphs 107 through 169, above, constitutes 63 violations of 40 C.F.R. §745.113(b)(2), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 111 through 175

171. Complainant incorporates paragraphs 1 through 170 of this Complaint as if set forth in this paragraph.

172. 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(b)(3) requires a lessor to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within each contract or as an attachment

to each contract to lease target housing, before a lessee is obligated under the contract to lease target housing.

173. Count 108: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 14508 Alma, Detroit, Michigan, in the May 17, 2004 contract referenced in paragraph 33, above.

174. Count 109: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13138 Appoline, Detroit, Michigan, in the May 14, 2004 contract referenced in paragraph 33, above.

175. Count 110: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 1487 Beatrice, Detroit, Michigan, in the February 17, 2003 contract referenced in paragraph 33, above.

176. Count 111: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 167 W. Buena Vista, Highland Park, Michigan, in the February 8, 2004 contract referenced in paragraph 33, above.

177. Count 112: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13732 Caldwell, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

178. Count 113: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13390 Chelsea, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 33, above.

179. Count 114: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 19001 Charest, Detroit, Michigan, in the May 23, 2003 contract referenced in paragraph 33, above.

180. Count 115: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 15293 Coram, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

181. Count 116: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 15293 Coram, Detroit, Michigan, in the December 10, 2003 contract referenced in paragraph 33, above.

182. Count 117: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 9195 Coyle, Detroit, Michigan, in the November 10, 2003 contract referenced in paragraph 33, above.

183. Count 118: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 12690 Coyle, Detroit, Michigan, in the May 10, 2004 contract referenced in paragraph 33, above.

184. Count 119: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 1259 W. Euclid, Detroit, Michigan, in the May 27, 2003 contract referenced in paragraph 33, above.

185. Count 120: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 12390 Evanston, Detroit, Michigan, in the July 8, 2003 contract referenced in paragraph 33, above.

186. Count 121: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 14535 Evanston, Detroit, Michigan, in the October 2, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

187. Count 122: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 17371 Evergreen, Detroit, Michigan, in the September 22, 2003 contract referenced in paragraph 33, above.

188. Count 123: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 20139 Exeter, Detroit, Michigan, in the March 1, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

189. Count 124: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 14876 Flanders, Detroit, Michigan, in the August 12, 2004 contract referenced in paragraph 33, above.

190. Count 125: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 192 Florence, Detroit, Michigan, in the February 2, 2004 contract referenced in paragraph 33, above.

191. Count 126: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 14208 Fordham, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

192. Count 127: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 15086 Glenwood, Detroit, Michigan, in the July 13, 2004 contract referenced in paragraph 33, above.

193. Count 128: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 14209 Greenlawn, Detroit, Michigan, in the February 3, 2003 contract referenced in paragraph 33, above.

194. Count 129: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 9506 Greenboro, Lower, Detroit, Michigan, in the May 19, 2003 contract referenced in paragraph 33, above.

195. Count 130: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 318 Grove, Detroit, Michigan, in the November 17, 2003 contract referenced in paragraph 33, above.

196. Count 131: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 13409 Hampshire, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

197. Count 132: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13485 Hazelridge, Detroit, Michigan, in the January 27, 2003 contract referenced in paragraph 33, above.

198. Count 133: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 19777 Heydan, Detroit, Michigan, in the April 13, 2004 contract referenced in paragraph 33, above.

199. Count 134: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 296 Holbrook, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

200. Count 135: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 18410 Joann, Detroit, Michigan, in the October 14, 2003 contract referenced in paragraph 33, above.

201. Count 136: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 18410 Joann, Detroit, Michigan, in the February 3, 2004 contract referenced in paragraph 33, above.

202. Count 137: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 18424 Joann, Detroit, Michigan, in the July 18, 2003 contract referenced in paragraph 33, above.

203. Count 138: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 20076 Joann, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

204. Count 139: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 51 W. Montana, Detroit, Michigan, in the June 24, 2003 contract referenced in paragraph 33, above.

213. Count 148: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 51 W. Montana, Detroit, Michigan, in the August 21, 2003 contract referenced in paragraph 33, above.

214. Count 149: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 26740 New York, Detroit, Michigan, in the December 13, 2002 contract referenced in paragraph 33, above.

215. Count 150: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 14944 Novara, Detroit, Michigan, in the June 30, 2003 contract referenced in paragraph 33, above.

216. Count 151: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 19406-08 Omira, Detroit, Michigan, in the October 13, 2003 contract referenced in paragraph 33, above.

217. Count 152: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 19406-08 Omira, Detroit, Michigan, in the May 13, 2004 contract referenced in paragraph 33, above.

218. Count 153: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 7415 Piedmont, Detroit, Michigan, in the June 11, 2004 contract referenced in paragraph 33, above.

219. Count 154: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 232 Pilgrim, Detroit, Michigan, in the February 3, 2003 contract referenced in paragraph 33, above.

220. Count 155: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 13851 Pinewood, Detroit, Michigan, in the March 20, 2001 and/or the February 24, 2004 rent increase notice contract referenced in paragraph 33, above.

221. Count 156: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 12080 Promenade, Detroit, Michigan, in the December 31, 2003 contract referenced in paragraph 33, above.

222. Count 157: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 12745-47 Promenade, Detroit, Michigan, in the November 21, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

223. Count 158: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 14122 Rochelle, Detroit, Michigan, in the March 17, 2004 contract referenced in paragraph 33, above.

224. Count 159: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 19176 Spencer, Detroit, Michigan, in the December 17, 2002 contract referenced in paragraph 33, above.

225. Count 160: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 91 Sturtevant, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 33, above.

226. Count 161: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 12612 Sussex, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 33, above.

227. Count 162: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13766 Syracuse, Detroit, Michigan, in the June 2, 2004 contract referenced in paragraph 33, above.

228. Count 163: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 13512 Syracuse, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 33, above.

229. Count 164: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 72 Tenneyson, Detroit, Michigan, in the February 1, 2003 contract referenced in paragraph 33, above.

230. Count 165: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 72 Tenneyson, Detroit, Michigan, in the June 14, 2004 contract referenced in paragraph 33, above.

231. Count 166: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13094 Wade, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

232. Count 167: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 13411 Wade, Detroit, Michigan, in the July 8, 2003 contract referenced in paragraph 33, above.

233. Count 168: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13411 Wade, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

234. Count 169: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 12611 Waltham, Detroit, Michigan, in the June 25, 2003 contract referenced in paragraph 33, above.

235. Count 170: Respondent One Management failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 9204 Winthrop, Detroit, Michigan, in the June 15, 2004 contract referenced in paragraph 33, above.

236. Respondent One Management's failure to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing, or a statement that no such records exist, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 173 through 235, above,

constitutes 63 violations of 40 C.F.R. § 745.113(b)(3), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 171 through 233

237. Complainant incorporates paragraphs 1 through 236 of this Complaint as if set forth in this paragraph.

238. 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(b)(4) requires the lessor to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract.

239. Count 171: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14508 Alma, Detroit, Michigan, in the May 17, 2004 contract referenced in paragraph 33, above.

240. Count 172: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13138 Appoline, Detroit, Michigan, in the May 14, 2004 contract referenced in paragraph 33, above.

241. Count 173: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1487 Beatrice, Detroit, Michigan, in the February 17, 2003 contract referenced in paragraph 33, above.

242. Count 174: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 167 W. Buena Vista, Highland Park, Michigan, in the February 8, 2004 contract referenced in paragraph 33, above.

243. Count 175: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13732 Caldwell, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

244. Count 176: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13390 Chelsea, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 33, above.

245. Count 177: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 19001 Charest, Detroit, Michigan, in the May 23, 2003 contract referenced in paragraph 33, above.

246. Count 178: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 15293 Coram, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

247. Count 179: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 15293 Coram, Detroit, Michigan, in the December 10, 2003 contract referenced in paragraph 33, above.

248. Count 180: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 9195 Coyle, Detroit, Michigan, in the November 10, 2003 contract referenced in paragraph 33, above.

249. Count 181: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 12690 Coyle, Detroit, Michigan, in the May 10, 2004 contract referenced in paragraph 33, above.

250. Count 182: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1259 W. Euclid, Detroit, Michigan, in the May 27, 2003 contract referenced in paragraph 33, above.

251. Count 183: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 12390 Evanston, Detroit, Michigan, in the July 8, 2003 contract referenced in paragraph 33, above.

252. Count 184: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14535 Evanston, Detroit, Michigan, in the October 2, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

253. Count 185: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 17371 Evergreen, Detroit, Michigan, in the September 22, 2003 contract referenced in paragraph 33, above.

254. Count 186: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 20139 Exeter, Detroit, Michigan, in the March 1, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

255. Count 187: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14876 Flanders, Detroit, Michigan, in the August 12, 2004 contract referenced in paragraph 33, above.

256. Count 188: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 192 Florence, Detroit, Michigan, in the February 2, 2004 contract referenced in paragraph 33, above.

257. Count 189: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14208 Fordham, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

258. Count 190: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 15086 Glenwood, Detroit, Michigan, in the July 13, 2004 contract referenced in paragraph 33, above.

259. Count 191: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14209 Greenlawn, Detroit, Michigan, in the February 3, 2003 contract referenced in paragraph 33, above.

260. Count 192: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 9506 Greenboro, Lower, Detroit, Michigan, in the May 19, 2003 contract referenced in paragraph 33, above.

261. Count 193: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 318 Grove, Detroit, Michigan, in the November 17, 2003 contract referenced in paragraph 33, above.

262. Count 194: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13409 Hampshire, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

263. Count 195: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13485 Hazelridge, Detroit, Michigan, in the January 27, 2003 contract referenced in paragraph 33, above.

264. Count 196: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 19777 Heydan, Detroit, Michigan, in the April 13, 2004 contract referenced in paragraph 33, above.

265. Count 197: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 296 Holbrook, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

266. Count 198: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 18410 Joann, Detroit, Michigan, in the October 14, 2003 contract referenced in paragraph 33, above.

267. Count 199: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 18410 Joann, Detroit, Michigan, in the February 3, 2004 contract referenced in paragraph 33, above.

268. Count 200: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 18424 Joann, Detroit, Michigan, in the July 18, 2003 contract referenced in paragraph 33, above.

269. Count 201: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 20076 Joann, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

270. Count 202: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 2555 Lakewood, Upper, Detroit, Michigan, in the October 8, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

271. Count 203: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 19423 Lamont, Detroit, Michigan, in the January 14, 2004 contract referenced in paragraph 33, above.

272. Count 204: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14930 Lappin, Detroit, Michigan, in the June 6, 2003 contract referenced in paragraph 33, above.

273. Count 205: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14500 Linhurst, Detroit, Michigan, in the November 1, 2000 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

274. Count 206: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 12447 Longacre, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

275. Count 207: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 231 Louise, Detroit, Michigan, in the May 30, 2003 contract referenced in paragraph 33, above.

276. Count 208: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 4457 Maryland, Detroit, Michigan, in the February 8, 2003 contract referenced in paragraph 33, above.

277. Count 209: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 9016 May, Lower, Detroit, Michigan, in the February 20, 2004 contract referenced in paragraph 33, above.

278. Count 210: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 51 W. Montana, Detroit, Michigan, in the June 24, 2003 contract referenced in paragraph 33, above.

279. Count 211: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 51 W. Montana, Detroit, Michigan, in the August 21, 2003 contract referenced in paragraph 33, above.

280. Count 212: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 26740 New York, Detroit, Michigan, in the December 13, 2002 contract referenced in paragraph 33, above.

281. Count 213: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14944 Novara, Detroit, Michigan, in the June 30, 2003 contract referenced in paragraph 33, above.

282. Count 214: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 19406-08 Omira, Detroit, Michigan, in the October 13, 2003 contract referenced in paragraph 33, above.

283. Count 215: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 19406-08 Omira, Detroit, Michigan, in the May 13, 2004 contract referenced in paragraph 33, above.

284. Count 216: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 7415 Piedmont, Detroit, Michigan, in the June 11, 2004 contract referenced in paragraph 33, above.

285. Count 217: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 232 Pilgrim, Detroit, Michigan, in the February 3, 2003 contract referenced in paragraph 33, above.

286. Count 218: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13851 Pinewood, Detroit, Michigan, in the March 20, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

287. Count 219: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 12080 Promenade, Detroit, Michigan, in the December 31, 2003 contract referenced in paragraph 33, above.

288. Count 220: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 12745-47 Promenade, Detroit, Michigan, in the

November 21, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

289. Count 221: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 14122 Rochelle, Detroit, Michigan, in the March 17, 2004 contract referenced in paragraph 33, above.

290. Count 222: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 19176 Spencer, Detroit, Michigan, in the December 17, 2002 contract referenced in paragraph 33, above.

291. Count 223: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 91 Sturtevant, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 33, above.

292. Count 224: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract

or as an attachment to the contract for 12612 Sussex, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 33, above.

293. Count 225: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13766 Syracuse, Detroit, Michigan, in the June 2, 2004 contract referenced in paragraph 33, above.

294. Count 226: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13512 Syracuse, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 33, above.

295. Count 227: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 72 Tenneyson, Detroit, Michigan, in the February 1, 2003 contract referenced in paragraph 33, above.

296. Count 228: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract

or as an attachment to the contract for 72 Tenneyson, Detroit, Michigan, in the June 14, 2004 contract referenced in paragraph 33, above.

297. Count 229: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13094 Wade, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

298. Count 230: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13411 Wade, Detroit, Michigan, in the July 8, 2003 contract referenced in paragraph 33, above.

299. Count 231: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13411 Wade, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

300. Count 232: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract

or as an attachment to the contract for 12611 Walthem, Detroit, Michigan, in the June 25, 2003 contract referenced in paragraph 33, above.

301. Count 233: Respondent One Management failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 9204 Winthrop, Detroit, Michigan, in the June 15, 2004 contract referenced in paragraph 33, above.

302. Respondent One Management's failure to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract, for each leasing transactions referenced in paragraphs 239 through 301, above, constitutes 63 violations of 40 C.F.R § 745.113(b)(4), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Count 234 through 312

303. Complainant incorporates paragraphs 1 through 303 of this Complaint as if set forth in this paragraph.

304. 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(b)(6) requires the lessor to include the signatures of the lessor and the lessee certifying to the accuracy of their statements to the best of their knowledge along with

the dates of signature, either within each contract or as an attachment to each contract to lease target housing.

305. Count 234: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14508 Alma, Detroit, Michigan, in the October 28, 2003 contract referenced in paragraph 33, above.

306. Count 235: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14508 Alma, Detroit, Michigan, in the May 17, 2004 contract referenced in paragraph 33, above.

307. Count 236: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13138 Appoline, Detroit, Michigan, in the May 14, 2004 contract referenced in paragraph 33, above.

308. Count 237: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 145 Avalon, Detroit, Michigan, in the contract referenced in paragraph 33, above.

309. Count 238: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 5836 Barrett Street, Apt. #3, Detroit, Michigan, in the June 6, 2003 contract referenced in paragraph 33, above.

310. Count 239: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 1487 Beatrice, Detroit, Michigan, in the February 17, 2003 contract referenced in paragraph 33, above.

311. Count 240: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 6689 Burns, Detroit, Michigan, in the contract referenced in paragraph 33, above.

312. Count 241: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 167 W. Buena Vista, Highland Park, Michigan, in the February 8, 2004 contract referenced in paragraph 33, above.

313. Count 242: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 34 W. Buena Vista, Highland Park, Michigan, in the March 10, 2003 contract referenced in paragraph 33, above.

314. Count 243: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 13732 Caldwell, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

315. Count 244: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 8861 Canfield, Detroit, Michigan, in the April 25, 2003 contract referenced in paragraph 33, above.

316. Count 245: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13390 Chelsea, Detroit, Michigan, in the February 4, 2003 contract referenced in paragraph 33, above.

317. Count 246: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13390 Chelsea, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 33, above.

318. Count 247: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 15293 Coram, Detroit, Michigan, in the December 10, 2003 contract referenced in paragraph 33, above.

319. Count 248: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 9195 Coyle, Detroit, Michigan, in the November 10, 2003 contract referenced in paragraph 33, above.

320. Count 249: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 12690 Coyle, Detroit, Michigan, in the May 10, 2004 contract referenced in paragraph 33, above.

321. Count 250: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 1259 W. Euclid, Detroit, Michigan, in the May 27, 2003 contract referenced in paragraph 33, above.

322. Count 251: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 12390 Evanston, Detroit, Michigan, in the July 8, 2003 contract referenced in paragraph 33, above.

333. Count 252: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14535 Evanston, Detroit, Michigan, in the October 2, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

334. Count 253: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 17371 Evergreen, Detroit, Michigan, in the September 22, 2003 contract referenced in paragraph 33, above.

335. Count 254: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 20139 Exeter, Detroit, Michigan, in the March 1, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

336. Count 255: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 17233 Fenelon, Detroit, Michigan, in the July 1, 2004 contract referenced in paragraph 33, above.

337. Count 256: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 18621 Fenelon, Detroit, Michigan, in the September 30, 2003 contract referenced in paragraph 33, above.

338. Count 257: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14876 Flanders, Detroit, Michigan, in the August 12, 2004 contract referenced in paragraph 33, above.

339. Count 258: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 192 Florence, Detroit, Michigan, in the February 2, 2004 contract referenced in paragraph 33, above.

340. Count 259: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14208 Fordham, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

341. Count 260: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14615 Fordham, Detroit, Michigan, in the January 30, 2003 contract referenced in paragraph 33, above.

342. Count 261: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 9253 Genessee, Upper, Detroit, Michigan, in the June 10, 2004 contract referenced in paragraph 33, above.

343. Count 262: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 15086 Glenwood, Detroit, Michigan, in the July 13, 2004 contract referenced in paragraph 33, above.

344. Count 263: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 9506 Greenboro, Lower, Detroit, Michigan, in the May 19, 2003 contract referenced in paragraph 33, above.

345. Count 264: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 318 Grove, Detroit, Michigan, in the November 17, 2003 contract referenced in paragraph 33, above.

346. Count 265: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 338 Grove, Detroit, Michigan, in the April 17, 2004 contract referenced in paragraph 33, above.

347. Count 266: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 17354 Hamburg, Detroit, Michigan, in the June 23, 2004 contract referenced in paragraph 33, above.

348. Count 267: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13409 Hampshire, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

349. Count 268: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 13485 Hazelridge, Detroit, Michigan, in the January 27, 2003 contract referenced in paragraph 33, above.

350. Count 269: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 19777 Heydan, Detroit, Michigan, in the April 13, 2004 contract referenced in paragraph 33, above.

351. Count 270: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 296 Holbrook, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

352. Count 271: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14610 Houston, Detroit, Michigan, in the June 3, 2004 contract referenced in paragraph 33, above.

353. Count 272: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 18410 Joann, Detroit, Michigan, in the October 14, 2003 contract referenced in paragraph 33, above.

354. Count 273: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 18410 Joann, Detroit, Michigan, in the February 3, 2004 contract referenced in paragraph 33, above.

355. Count 274: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 18424 Joann, Detroit, Michigan, in the February 11, 2004 contract referenced in paragraph 33, above.

356. Count 275: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 20076 Joann, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

357. Count 276: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 20124-26 Keating, Detroit, Michigan, in the March 7, 2003 contract referenced in paragraph 33, above.

358. Count 277: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2555 Lakewood, Upper, Detroit, Michigan, in the October 8, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

359. Count 278: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 19423 Lamont, Detroit, Michigan, in the September 1, 2003 contract referenced in paragraph 33, above.

360. Count 279: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 19423 Lamont, Detroit, Michigan, in the January 14, 2004 contract referenced in paragraph 33, above.

361. Count 280: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 19423 Lamont, Detroit, Michigan, in the August 31, 2004 contract referenced in paragraph 33, above.

362. Count 281: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14930 Lappin, Detroit, Michigan, in the June 6, 2003 contract referenced in paragraph 33, above.

363. Count 282: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14500 Linhurst, Detroit, Michigan, in the November 1, 2000 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

364. Count 283: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 12447 Longacre, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

365. Count 284: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 135 Louise, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 33, above.

366. Count 285: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 231 Louise, Detroit, Michigan, in the May 30, 2003 contract referenced in paragraph 33, above.

367. Count 286: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 17450 Maine, Detroit, Michigan, in the May 3, 2004 contract referenced in paragraph 33, above.

368. Count 287: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14491 Maple Ridge, Detroit, Michigan, in the September 8, 2003 contract referenced in paragraph 33, above.

369. Count 288: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 4457 Maryland, Detroit, Michigan, in the December 1, 2003 contract referenced in paragraph 33, above.

370. Count 289: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 9016 May, Upper, Detroit, Michigan, in the March 9, 2004 contract referenced in paragraph 33, above.

371. Count 290: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14944 Novara, Detroit, Michigan, in the June 30, 2003 contract referenced in paragraph 33, above.

372. Count 291: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 19406-08 Omira, Detroit, Michigan, in the May 13, 2004 contract referenced in paragraph 33, above.

373. Count 292: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14268 Parkgrove, Detroit, Michigan, in the May 5, 2003 contract referenced in paragraph 33, above.

374. Count 293: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 8061 Patton, Detroit, Michigan, in the July 3, 2003 contract referenced in paragraph 33, above.

375. Count 294: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 7415 Piedmont, Detroit, Michigan, in the June 11, 2004 contract referenced in paragraph 33, above.

376. Count 295: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 232 Pilgrim, Detroit, Michigan, in the February 3, 2003 contract referenced in paragraph 33, above.

377. Count 296: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13851 Pinewood, Detroit, Michigan, in the March 20, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

378. Count 297: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 12080 Promenade, Detroit, Michigan, in the December 31, 2003 contract referenced in paragraph 33, above.

379. Count 298: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 12745-47 Promenade, Detroit, Michigan, in the November 21, 2001 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

380. Count 299: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14122 Rochelle, Detroit, Michigan, in the March 17, 2004 contract referenced in paragraph 33, above.

382. Count 300: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 19251 Ryan, Detroit, Michigan, in the October 28, 2003 contract referenced in paragraph 33, above.

382. Count 301: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 5985 Seminole, Detroit, Michigan, in the January 27, 2003 contract referenced in paragraph 33, above.

383. Count 302: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14718 Springarden, Detroit, Michigan, in the January 15, 2004 contract referenced in paragraph 33, above.

384. Count 303: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 14061 Strathmore, Detroit, Michigan, in the November 13, 2003 contract referenced in paragraph 33, above.

385. Count 304: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 12612 Sussex, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 33, above.

386. Count 305: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13766 Syracuse, Detroit, Michigan, in the June 2, 2004 contract referenced in paragraph 33, above.

387. Count 306: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13512 Syracuse, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 33, above.

388. Count 307: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 72 Tenneyson, Detroit, Michigan, in the February 1, 2003 contract referenced in paragraph 33, above.

389. Count 308: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 13094 Wade, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

390. Count 309: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13411 Wade, Detroit, Michigan, in the December 12, 2003 contract referenced in paragraph 33, above.

391. Count 310: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13411 Wade, Detroit, Michigan, in the April 26, 2004 contract referenced in paragraph 33, above.

392. Count 311: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 12611 Waltham, Detroit, Michigan, in the June 25, 2003 contract referenced in paragraph 33, above.

393. Count 312: Respondent One Management failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 9204 Winthrop, Detroit, Michigan, in the June 15, 2004 contract referenced in paragraph 33, above.

394. Respondent One Management's failure to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within each contract or as an attachment to each contract, for each leasing transactions referenced

in paragraphs 305 through 393, above, constitutes 79 violations of 40 C.F.R. § 745.113(b)(6), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

**Failure to Disclose in Rental Contracts as Lessor by Respondent L&J and
as Agent by Respondent One Management**

Counts 313 through 315

395. Complainant incorporates paragraphs 1 through 394 of this Complaint as if set forth in this paragraph.

396. 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(b)(1) requires the lessor to include a Lead Warning Statement, either within each contract or as an attachment to each contract to lease target housing.

397. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

398. Count 313A: Respondent L&J, as lessor, failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

399. Count 313B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a Lead Warning Statement, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

400. Count 314A: Respondent L&J, as lessor, failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

401. Count 314B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a Lead Warning Statement, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above

402. Count 315A: Respondent L&J, as lessor, failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

403. Count 315B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a Lead Warning Statement, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

404. Respondents' L&J and One Management's failure to include a Lead Warning Statement, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 398 through 403, above, constitutes six violations of 40 C.F.R § 745.113(b)(1), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 316 through 318

405. Complainant incorporates paragraphs 1 through 405 of this Complaint as if set forth in this paragraph.

406. 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(b)(2) requires a lessor to include a statement disclosing either the presence of any known lead-based paints and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract to lease target housing, before a lessee is obligated under the contract to lease target housing.

407. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

408. Count 316A: Respondent L&J, as lessor, failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

409. Count 316B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

410. Count 317A: Respondent L&J, as lessor, failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

411. Count 317B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

412. Count 318A: Respondent L&J, as lessor, failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

413. Count 318B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

414. Respondents' L&J and One Management's failure to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract, in each contract for each leasing transaction referenced in paragraphs 408 through 413, above, constitutes six violations of 40 C.F.R. § 745.113(b)(2), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 319 through 321

415. Complainant incorporates paragraphs 1 through 414 of this Complaint as if set forth in this paragraph.

416. 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(b)(3) requires a lessor to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within each contract or as an attachment to each contract to lease target housing, before a lessee is obligated under the contract to lease target housing.

417. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

418. Count 319A: Respondent L&J, as lessor, failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

419. Count 319B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

420. Count 320A: Respondent L&J, as lessor, failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

421. Count 320B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

422. Count 321A: Respondent L&J, as lessor, failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

423. Count 321B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

424. Respondents' L&J and One Management's failure to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing, or a statement that no such records exist, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 418 through 423, above, constitutes six violations of 40 C.F.R. § 745.113(b)(3), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 322 through 324

425. Complainant incorporates paragraphs 1 through 424 of this Complaint as if set forth in this paragraph.

426. 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(b)(4) requires the lessor to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract.

427. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. §§ 745.107 and 745.113, or personally ensure compliance with these requirements.

428. Count 322A: Respondent L&J, as lessor, failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

429. Count 322B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

430. Count 323A: Respondent L&J, as lessor, failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead

Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

431. Count 323B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

432. Count 324A: Respondent L&J, as lessor, failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

433. Count 324B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

434. Respondents' L&J and One Management's failure to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract, for each leasing transactions referenced in paragraphs 428 through 433, above, constitutes six violations of 40 C.F.R § 745.113(b)(4), of 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Count 325 through 329

435. Complainant incorporates paragraphs 1 through 434 of this Complaint as if set forth in this paragraph.

436. 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(b)(6) requires the lessor to include the signatures of the lessor and the lessee certifying to the accuracy of their statements to the best of their knowledge along with the dates of signature, either within each contract or as an attachment to each contract to lease target housing.

437. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

438. Count 325A: Respondent L&J, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature,

either within the contract or as an attachment to the contract for 2023 W. Davison, Detroit, Michigan, in the September 17, 2003 contract referenced in paragraph 33, above.

439. Count 325B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 2023 W. Davison, Detroit, Michigan, in the September 17, 2003 contract referenced in paragraph 33, above.

440. Count 326A: Respondent L&J, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

441. Count 326B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 158 Monterey, Detroit, Michigan, in the October 1, 2003 contract referenced in paragraph 33, above.

442. Count 327A: Respondent L&J, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

443. Count 327B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 1469 Pingree, Detroit, Michigan, in the December 8, 2003 contract referenced in paragraph 33, above.

444. Count 328A: Respondent L&J, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the May 6, 2004 contract referenced in paragraph 33, above.

445. Count 328B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the May 6, 2004 contract referenced in paragraph 33, above.

446. Count 329A: Respondent L&J, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

447. Count 329B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an

attachment to the contract for 13421 Young, Detroit, Michigan, in the September 2, 2004 contract referenced in paragraph 33, above.

448. Respondents L&J and One Management's failure to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within each contract or as an attachment to each contract, for each leasing transactions referenced in paragraphs 438 through 447, above, constitutes ten violations of 40 C.F.R. § 745.113(b)(6), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

**Failure to Disclose in Rental Contracts as Lessor by Respondent OMIG and
as Agent by Respondent One Management**

Counts 330 through 332

449. Complainant incorporates paragraphs 1 through 448 of this Complaint as if set forth in this paragraph.

450. 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(b)(1) requires the lessor to include a Lead Warning Statement, either within each contract or as an attachment to each contract to lease target housing.

451. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

452. Count 330A: Respondent OMIG, as lessor, failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

453. Count 330B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a Lead Warning Statement, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

454. Count 331A: Respondent OMIG, as lessor, failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

455. Count 331B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a Lead Warning Statement, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

456. Count 332A: Respondent OMIG, as lessor, failed to include a Lead Warning Statement, either within the contract or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

457. Count 332B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a Lead Warning Statement, either within the contract or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

458. Respondents' OMIG and One Management's failure to include a Lead Warning Statement, either within each contract or as an attachment to each contract, for each leasing transaction referenced in paragraphs 452 through 457, above, constitutes six violations of 40 C.F.R § 745.113(b)(1), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 333 through 335

459. Complainant incorporates paragraphs 1 through 458 of this Complaint as if set forth in this paragraph.

460. 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(b)(2) requires a lessor to include a statement disclosing either the presence of any known lead-based paints and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract to lease target housing, before a lessee is obligated under the contract to lease target housing.

461. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

462. Count 333A: Respondent OMIG, as lessor, failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

463. Count 333B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

464. Count 334A: Respondent OMIG, as lessor, failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

465. Count 334B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

466. Count 335A: Respondent OMIG, as lessor, failed to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to

the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

467. Count 335B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within the contract or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

468. Respondents' OMIG and One Management's failure to include a statement disclosing either the presence of any known lead-based paints and lead-based paint hazards in the target housing or a lack of knowledge of such presence, either within each contract or as an attachment to each contract, in each contract for each leasing transaction referenced in paragraphs 462 through 467, above, constitutes six violations of 40 C.F.R. § 745.113(b)(2), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 336 through 338

469. Complainant incorporates paragraphs 1 through 468 of this Complaint as if set forth in this paragraph.

470. 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(b)(3) requires a lessor to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within each contract or as an attachment

to each contract to lease target housing, before a lessee is obligated under the contract to lease target housing.

471. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

472. Count 336A: Respondent OMIG, as lessor, failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

473. Count 336B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

474. Count 337A: Respondent OMIG, as lessor, failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an

attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

475. Count 337B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

476. Count 338A: Respondent OMIG, as lessor, failed to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

477. Count 338B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist, either within the contract or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

478. Respondents' OMIG and One Management's failure to include a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing, or a statement that no such records exist, either within each contract or as an

attachment to each contract, for each leasing transaction referenced in paragraphs 472 through 477, above, constitutes six violations of 40 C.F.R. § 745.113(b)(3), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 339 through 341

479. Complainant incorporates paragraphs 1 through 478 of this Complaint as if set forth in this paragraph.

480. 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(b)(4) requires the lessor to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract.

481. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

482. Count 339A: Respondent OMIG, as lessor, failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

483. Count 339B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

484. Count 340A: Respondent OMIG, as lessor, failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

485. Count 340B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

486. Count 341A: Respondent OMIG, as lessor, failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract

or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

487. Count 341B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

488. Respondents OMIG and One Management's failure to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within each contract or as an attachment to each contract, for each leasing transactions referenced in paragraphs 482 through 487, above, constitutes six violations of 40 C.F.R § 745.113(b)(4), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Count 342 through 345

489. Complainant incorporates paragraphs 1 through 105 of this Complaint as if set forth in this paragraph.

490. 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(b)(6) requires the lessor to include the signatures of the lessor and the lessee certifying to the accuracy of their statements to the best of their knowledge along with

the dates of signature, either within each contract or as an attachment to each contract to lease target housing.

491. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements under 40 C.F.R. § 745.107 and 745.113 by informing the lessor of his obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. § 745.107 and 745.113 or personally ensure compliance with these requirements.

492. Count 342A: Respondent OMIG, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

493. Count 342B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 12315 Kilbourne, Detroit, Michigan, in the August 28, 2003 contract referenced in paragraph 33, above.

494. Count 343A: Respondent OMIG, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

495. Count 343B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the

accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 16011 San Juan, Detroit, Michigan, in the October 10, 2003 contract referenced in paragraph 33, above.

496. Count 344A: Respondent OMIG, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14232 Seymour, Detroit, Michigan, in the August 18, 2003 contract referenced in paragraph 33, above.

497. Count 344B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 14232 Seymour, Detroit, Michigan, in the August 18, 2003 contract referenced in paragraph 33, above.

498. Count 345A: Respondent OMIG, as lessor, failed to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

499. Count 345B: Respondent One Management, as agent, failed to ensure that lessor include or to personally include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within the contract or as an attachment to the contract for 9243 Sussex, Detroit, Michigan, in the July 2, 2003 contract referenced in paragraph 33, above.

500. Respondents' OMIG and One Management's failure to include the signatures of the lessor and the lessee certifying to the accuracy of their statements or the dates of such signature, either within each contract or as an attachment to each contract, for each leasing transactions referenced in paragraphs 492 through 499, above, constitutes eight violations of 40 C.F.R. § 745.113(b)(6), of 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

Failure to Disclose in Sales Transactions by Respondent One Management

Counts 346 through 394

501. Complainant incorporates paragraphs 1 through 500 of this Complaint as if set forth in this paragraph.

502. 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.

503. Count 346: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 1576 Alter, Detroit, Michigan, in the April 27, 2004 contract referenced in paragraph 46, above.

504. Count 347: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 3118 Ash, Inkster, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

505. Count 348: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 4212 Beaconsfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

506. Count 349: Respondent One Management failed to include a Lead Warning Statement 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.

507. Count 350: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 13434 Camden, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

508. Count 351: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 19367 Carrie, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

509. Count 352: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 221 Chalmers, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

510. Count 353: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 205 Colorado, Highland Park, Michigan, in the March 31, 2004 contract referenced in paragraph 46, above.

511. Count 354: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 11696 Dwyer, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

512. Count 355: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 15039 Eastwood, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

513. Count 356: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 15507 Fairfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

514. Count 357: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 1926 Geneva, Detroit, Michigan, in the December 20, 2002 contract referenced in paragraph 46, above.

515. Count 358: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 9506 Greensboro, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

516. Count 359: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 318 Grove, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

517. Count 360: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 15765 Hartwell, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

518. Count 361: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 13485 Hazelridge Avenue, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

519. Count 362: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 12905 Hickory, Detroit, Michigan, in the April 17, 2003 contract referenced in paragraph 46, above.

520. Count 363: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 18508 Hickory, Detroit, Michigan, in the September 15, 2003 contract referenced in paragraph 46, above.

521. Count 364: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 20020 Hickory, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

522. Count 365: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 14922 Kilbourne, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

523. Count 366: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 781 Lakewood, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

524. Count 367: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 14727 Lannette, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 46, above.

525. Count 368: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 14930 Lappin, Detroit, Michigan, in the December 15, 2003 contract referenced in paragraph 46, above.

526. Count 369: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 52 Louise, Highland Park, Michigan, in the March 14, 2003 contract referenced in paragraph 46, above.

527. Count 370: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 123 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

528. Count 371: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 135 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above

529. Count 372: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 21120 Lyndon, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

530. Count 373: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 9012-16 May, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

531. Count 374: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 137 McLean, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

532. Count 375: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 20211 Moenart, Detroit, Michigan, in the June 4, 2003 contract referenced in paragraph 46, above.

533. Count 376: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 26740 New York, Inkster, Michigan, in the February 4, 2004 contract referenced in paragraph 46, above.

534. Count 377: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 10144 Nottingham, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

535. Count 378: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 14944 Novara, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

536. Count 379: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 13682-84 Parkgrove, Detroit, Michigan, in the November 13, 2003 contract referenced in paragraph 46, above.

537. Count 380: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 14028-30 Parkgrove, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

538. Count 381: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 15811 Parkside, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

539. Count 382: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 8061 Patton, Detroit, Michigan, in the July 21, 2004 contract referenced in paragraph 46, above.

540. Count 383: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 14025 Pfent, Detroit, Michigan, in the March 29, 2004 contract referenced in paragraph 46, above.

541. Count 384: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 5280 Philip, Detroit, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

542. Count 385: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 13401-03 Promenade, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

543. Count 386: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 70 Puritan, Highland Park, Michigan, in the April 21, 2004 contract referenced in paragraph 46, above.

544. Count 387: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 91 Sturtevant, Detroit, Michigan, in the June 13, 2003 contract referenced in paragraph 46, above.

545. Count 388: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 184 Tuxedo, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

546. Count 389: Respondent One Management failed to include a Lead Warning Statement 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.

547. Count 390: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 51 West Montana, Detroit, Michigan, in the January 15, 2004 contract referenced in paragraph 46, above.

548. Count 391: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 17285 Westphalia, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 46, above.

549. Count 392: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 14903 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

550. Count 393: Respondent One Management failed to include a Lead Warning Statement in an attachment to the sales contract for 14908 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

551. Count 394: Respondent One Management failed to include a Lead Warning Statement 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.

552. Respondent One Management's failure to include a Lead Warning Statement as an attachment to the contracts to sell the target housing referenced in paragraphs 503 through 551 above, constitutes 49 violation of 40 C.F.R. § 745.113(a)(1), 42 U.S.C. 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 395 through 446

553. Complainant incorporates paragraphs 1 through 552 of this Complaint as if set forth in this paragraph.

554. 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.

555. Count 395: Respondent One Management 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 1576 Alter, Detroit, Michigan, in the April 27, 2004 contract referenced in paragraph 46, above.

556. Count 396: Respondent One Management 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 3118 Ash, Inkster, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

557. Count 397: Respondent One Management 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 4212 Beaconsfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

558. Count 398: Respondent One Management 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 247 California Street, Highland Park, Michigan, in the July 6, 2004 contract referenced in paragraph 46, above.

559. Count 399: Respondent One Management 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 13434 Camden, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

560. Count 400: Respondent One Management 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 15663 Carlisle, Detroit, Michigan, in the June 23, 2003 contract referenced in paragraph 46, above.

561. Count 401: Respondent One Management 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 19367 Carrie, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

562. Count 402: Respondent One Management 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 221 Chalmers, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

563. Count 403: Respondent One Management 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 20 Colorado, Highland Park, Michigan, in the April 29, 2004 contract referenced in paragraph 46, above.

564. Count 404: Respondent One Management 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 205 Colorado, Highland Park, Michigan, in the March 31, 2004 contract referenced in paragraph 46, above.

565. Count 405: Respondent One Management 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 11696 Dwyer, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

566. Count 406: Respondent One Management 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 15039 Eastwood, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

567. Count 407: Respondent One Management 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 15507 Fairfield, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

568. Count 408: Respondent One Management 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 1926 Geneva, Detroit, Michigan, in the December 20, 2002 contract referenced in paragraph 46, above.

569. Count 409: Respondent One Management 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 9506 Greensboro, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

570. Count 410: Respondent One Management 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 318 Grove, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

571. Count 411: Respondent One Management 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 15765 Hartwell, Detroit, Michigan, in the June 18, 2003 contract referenced in paragraph 46, above.

572. Count 412: Respondent One Management 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 13485 Hazelridge Avenue, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

573. Count 413: Respondent One Management 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 12905 Hickory, Detroit, Michigan, in the April 17, 2003 contract referenced in paragraph 46, above.

574. Count 414: Respondent One Management 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 18508 Hickory, Detroit, Michigan, in the September 15, 2003 contract referenced in paragraph 46, above.

575. Count 415: Respondent One Management 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 20020 Hickory, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

576. Count 416: Respondent One Management 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 14922 Kilbourne, Detroit, Michigan, in the December 19, 2002 contract referenced in paragraph 46, above.

577. Count 417: Respondent One Management 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 781 Lakewood, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

578. Count 418: Respondent One Management 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 14727 Lannette, Detroit, Michigan, in the September 2, 2003 contract referenced in paragraph 46, above.

579. Count 419: Respondent One Management 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 14930 Lappin, Detroit, Michigan, in the December 15, 2003 contract referenced in paragraph 46, above.

580. Count 420: Respondent One Management 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 52 Louise, Highland Park, Michigan, in the March 14, 2003 contract referenced in paragraph 46, above.

581. Count 421: Respondent One Management 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 123 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

582. Count 422: Respondent One Management 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 135 Louise, Highland Park, Michigan, in the April 9, 2004 contract referenced in paragraph 46, above.

583. Count 423: Respondent One Management 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 21120 Lyndon, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

584. Count 424: Respondent One Management 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 9012-16 May, Detroit, Michigan, in the April 1, 2004 contract referenced in paragraph 46, above.

585. Count 425: Respondent One Management 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 137 McLean, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

586. Count 426: Respondent One Management 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 20211 Moenart, Detroit, Michigan, in the June 4, 2003 contract referenced in paragraph 46, above.

587. Count 427: Respondent One Management 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 26740 New York, Inkster, Michigan, in the February 4, 2004 contract referenced in paragraph 46, above.

588. Count 428: Respondent One Management 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 5519 Nottingham, Detroit, Michigan, in the February 10, 2004 contract referenced in paragraph 46, above.

589. Count 429: Respondent One Management 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 10144 Nottingham, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

590. Count 430: Respondent One Management 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 14944 Novara, Detroit, Michigan, in the June 20, 2003 contract referenced in paragraph 46, above.

591. Count 431: Respondent One Management 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 13682-84 Parkgrove, Detroit, Michigan, in the November 13, 2003 contract referenced in paragraph 46, above.

592. Count 432: Respondent One Management 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 14028-30 Parkgrove, Detroit, Michigan, in the August 25, 2003 contract referenced in paragraph 46, above.

593. Count 433: Respondent One Management 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 15811 Parkside, Detroit, Michigan, in the May 1, 2003 contract referenced in paragraph 46, above.

594. Count 434: Respondent One Management 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 8061 Patton, Detroit, Michigan, in the July 21, 2004 contract referenced in paragraph 46, above.

595. Count 435: Respondent One Management 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 14025 Pfent, Detroit, Michigan, in the March 29, 2004 contract referenced in paragraph 46, above.

596. Count 436: Respondent One Management 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 5280 Philip, Detroit, Michigan, in the October 20, 2003 contract referenced in paragraph 46, above.

597. Count 437: Respondent One Management 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 13401-03 Promenade, Detroit, Michigan, in the April 7, 2003 contract referenced in paragraph 46, above.

598. Count 438: Respondent One Management 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 70 Puritan, Highland Park, Michigan, in the April 21, 2004 contract referenced in paragraph 46, above.

599. Count 439: Respondent One Management 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 91 Sturtevant, Detroit, Michigan, in the June 13, 2003 contract referenced in paragraph 46, above.

600. Count 440: Respondent One Management 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 184 Tuxedo, Highland Park, Michigan, in the June 14, 2004 contract referenced in paragraph 46, above.

601. Count 441: Respondent One Management 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 234 Tyler Street, Highland Park, Michigan, in the May 11, 2004 contract referenced in paragraph 46, above.

602. Count 442: Respondent One Management 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 51 West Montana, Detroit, Michigan, in the January 15, 2004 contract referenced in paragraph 46, above.

603. Count 443: Respondent One Management 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 17285 Westphalia, Detroit, Michigan, in the February 9, 2004 contract referenced in paragraph 46, above.

604. Count 444: Respondent One Management 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 14903 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

605. Count 445: Respondent One Management 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 14908 Wildemere, Detroit, Michigan, in the April 4, 2003 contract referenced in paragraph 46, above.

606. Count 446: Respondent One Management 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 15081 Lasher and 15075 Lasher, Detroit, Michigan, in the March 24, 2003 contract referenced in paragraph 46, above.

607. 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 555 through 606, above, constitutes 52 violations of 40 C.F.R. § 745.113(a)(2), 42 U.S.C. 4852d(b)(5), and 15 U.S.C. § 2689.

Counts 447 through 498

608. Complainant incorporates paragraphs 1 through 607 of this Complaint as if set forth in this paragraph.

609. 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Counts 499 through 550

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Counts 551 through 599

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Counts 600 through 650

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Counts 654 through 657

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

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.

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.

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.

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.

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.

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.

Counts 658 through 661

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

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.

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.

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.

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.

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.

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.

Counts 662 through 664

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

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.

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.

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.

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.

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.

Counts 665 through 667

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

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.

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.

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.

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.

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.

Counts 668 through 670

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

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.

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.

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.

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.

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.

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>	
42 U.S.C. § 4852d(b)(5)		
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
	<u>Count 253</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$110
	<u>Count 254</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$129
	<u>Count 255</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$129
	<u>Count 256</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$550
	<u>Count 257</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$129
	<u>Count 258</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$110
	<u>Count 259</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$645
	<u>Count 260</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$550
	<u>Count 261</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$129
	<u>Count 262</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$645
	<u>Count 263</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$550

	<u>Count 264</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$550
	<u>Count 265</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$129
	<u>Count 266</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(6)		\$129
	<u>Count 267</u>	
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

Count 306

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

Count 307

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

Count 308

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

Count 309

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

Count 310

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

	<u>Count 318</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(2)		\$774
	<u>Count 319</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3)		\$220
	<u>Count 320</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3)		\$220
	<u>Count 321</u>	
42 U.S.C. § 4852d(b)(5)		
40 C.F.R. § 745.113(b)(3)		\$258
	<u>Count 322</u>	
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

Count 343

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

Count 344

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

Count 345

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

**OMIG, as Lessor, One Management, as Agent,
 Proposed Gravity-Based Civil Penalty.....\$20,240**

Violations in Sales Transactions by One Management

Count 346

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

Count 347

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

Count 348

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

Count 349

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

Count 350

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

Count 351

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

Count 352

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

Count 353

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

Count 354

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 627</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

Count 649

42 U.S.C. § 4852d(b)(5)
40 C.F.R. § 745.113(a)(7)\$110

Count 650

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

Count 651

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

Count 652

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

Count 653

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

Count 654

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

Count 655

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

Count 656

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

Count 657

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

Count 658

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

Count 659

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

Count 660

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

Rules Governing This Proceeding

The Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits" (Consolidated Rules) at 40 C.F.R. Part 22 govern this civil

administrative penalty proceeding. Enclosed with the complaint is a copy of the Consolidated Rules.

Filing and Service of Documents

Respondents must file with the Regional Hearing Clerk the original and one copy of each document Respondents intend to include as part of the record in this proceeding. The Regional Hearing Clerk's address is:

Regional Hearing Clerk (E-13J)
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Respondents must serve a copy of each document filed in this proceeding on each party pursuant to Section 22.5 of the Consolidated Rules. Complainant has authorized Mary McAuliffe to receive any answer and subsequent legal documents that Respondents serve in this proceeding. Respondents may telephone Ms. McAuliffe at (312) 886-6237. Her address is:

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

Penalty Payment

Respondents may resolve this proceeding at any time by paying the proposed penalty by certified or cashier's check payable to "Treasurer, United States of America" and by delivering the check to:

U.S. EPA, Region 5
P.O. Box 979077
St. Louis, Missouri 63197-9000

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

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

Opportunity to Request a Hearing

The Administrator must provide an opportunity to request a hearing to any person against whom the Administrator proposes to assess a penalty under Section 16(a) of TSCA, 15 U.S.C. § 2615(a). Respondents have the right to request a hearing on any material fact alleged in the complaint, or on the appropriateness of the proposed penalty, or both. To request a hearing, Respondents must specifically make the request in their answer(s), as described below.

Answer

Respondents must file a written answer(s) to this complaint if Respondents contest any material fact of the complaint; contend that the proposed penalty is inappropriate; or contend that they are entitled to judgment as a matter of law. To file an answer, Respondents must file their original written answer(s) and one copy of each answer with the Regional Hearing Clerk at the address specified above, and must serve copies of the written answer(s) on the other parties. If Respondents choose to file a written answer(s) to the complaint, in accordance with Section

22.14(c) of the Consolidated Rules, they must do so within 30 calendar days after receiving the complaint. In counting the 30-day time period, the date of receipt is not counted, but Saturdays, Sundays, and federal legal holidays are counted. If the 30-day time period expires on a Saturday, Sunday, or federal legal holiday, the time period extends to the next business day.

Respondents' written answer(s) must clearly and directly admit, deny, or explain each of the factual allegations in the complaint or must state clearly that Respondents have no knowledge of a particular factual allegation. Where Respondents state that they have no knowledge of a particular factual allegation, the allegation is deemed denied. Respondents' failure to admit, deny, or explain any material factual allegation in the complaint constitutes an admission of the allegation.

Respondents' answer(s) must also state:

- a. the circumstances or arguments which Respondents allege constitute grounds of defense;
- b. the facts that Respondents dispute;
- c. the basis for opposing the proposed penalty; and
- d. whether Respondents request a hearing.

If Respondents do not file a written answer within 30-calendar-days after receiving this complaint, the Presiding Officer may issue a default order, after motion, under Section 22.17 of the Consolidated Rules. Default by Respondents constitutes an admission of all factual allegations in the complaint and a waiver of the right to contest the factual allegations.

Respondents must pay any penalty assessed in a default order without further proceedings

30-days after the order becomes the final order of the Administrator of the U.S. EPA under Section 22.27(c) of the Consolidated Rules.

Settlement Conference

Whether or not Respondents request a hearing, Respondents may request an informal settlement conference to discuss the facts of this proceeding and to arrive at a settlement. To request an informal settlement conference, Respondents may contact Ms. McAuliffe at the address provided above.

Respondents' request for an informal settlement conference does not extend the 30-calendar-day period for filing a written answer to this complaint. Respondents may pursue simultaneously the informal settlement conference and the adjudicatory hearing process. The U.S. EPA encourages all parties facing civil penalties to pursue settlement through an informal conference. The U.S. EPA, however, will not reduce the penalty simply because the parties hold an informal settlement conference.

Continuing Obligation to Comply

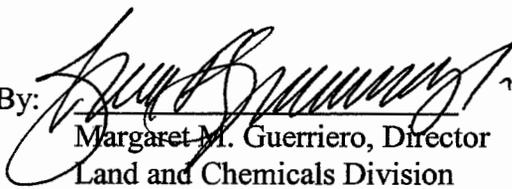
Neither the assessment nor payment of a civil penalty will affect Respondents' continuing obligation to comply with TSCA and any other applicable federal, state, or local law.

Consent Agreement and Final Order

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

A Consent Agreement signed by both parties is binding when the Regional Administrator signs the Consent Order.

Dated: 6/23/08

By: 
Margaret M. Guerriero, Director
Land and Chemicals Division

TSCA-05-2008-0012