

AFFIDAVIT OF SERVICE

RECEIVED
MAY 20 2011

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

STATE OF WISCONSIN }
MILWAUKEE COUNTY }SS

DEPUTY SHERIFF DOUGLAS HAANING being duly sworn on oath,
deposes and says that he is an adult of the age of twenty-one years and over, that he is now and has
been a resident of the County of Milwaukee for ten years last past and over, that he is a Deputy Sheriff
by occupation and not interested in the within entitled action whatsoever;

THAT on the 12th day of MAY, 20 11
at 0935 A.M. at 3936 N. 18th St
in the City of MILWAUKEE, County of Milwaukee,
and State of Wisconsin, he served within COMPLAINT

on the within named defendant, DESSIE L. BRUMFIELD

by delivering to and leaving with HER

personally, a true copy thereof and endorsed his name, official title and date of service thereon.

Service - \$ _____

Travel - _____

Notary - _____

Total - \$ _____

DAVID CLARKE, Sheriff
Per Douglas C Haaning HAANING Badge # 240
DEPUTY SHERIFF

Subscribed and Sworn to before me this 13th
day of May, 20 11

[Signature]
Notary Public, Milwaukee County, WI

Julie M Siegler

My Commission Expires MAY 5, 20 13



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

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7009 1680 0000 7666 4127

Ms. Shakurah Malik
Milwaukee County Sheriff's Office
Civil Process
Safety Building, Room 209
821 West State Street
Milwaukee, Wisconsin 53233

Re: Service of Complaint on behalf of the U.S. Environmental Protection Agency

Dear Ms. Malik:

The U.S. Environmental Protection Agency, Region 5, has filed an administrative complaint for civil penalties against Ms. Dessie L. Brumfield, d/b/a Brumfield Properties, LLC. EPA has been unsuccessful in serving the complaint upon Ms. Brumfield via certified mail. EPA requests your assistance in this endeavor. Service of the administrative complaint (enclosed) should be served only on Ms. Dessie L. Brumfield, not to exceed three attempts. The enclosed *Federal Register* document should also be given to Ms. Brumfield upon serving the complaint. It is recommended that service of the complaint be made at or around 5:00 a.m., at the following address:

Ms. Dessie L. Brumfield
3936 North 18th Street
Milwaukee, Wisconsin
Telephone: 414-445-8773

EPA requests that the enclosed *Affidavit of Personal Service* is fully completed, notarized, and returned to EPA within 7 days of serving the complaint on Ms. Brumfield. A photocopy of the completed *Affidavit of Personal Service* should be emailed to: anderson.christineA@epa.gov. The original document should then be mailed to:

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

EPA understands that the cost of performing this service is \$36 for the first attempt, and \$35 each for the second and third attempt. EPA has enclosed a copy of the signed purchase agreement authorizing payment for this service. EPA will fully disburse payment once the complaint has been served and the completed *Affidavit of Personal Service* has been returned. If service of the complaint is unsuccessful, payment will be disbursed once the three attempts have been exhausted.

Should your attempts in serving the complaint be unsuccessful, or should you have any questions about the above, please telephone me at (312) 886-9749.

Thank you for your prompt attention to this matter.

Sincerely,



Christine L. Anderson

Enclosures (5)

Copy of Administrative Complaint (2)
Affidavit of Personal Service
Copy of Authorized Purchase Agreement
Federal Register Document, 40 CFR Part 22

ROUTING AND TRANSMITTAL SLIP

Date

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Thomas Crosetto		
2. Antoinette Hall		
3. Michael Harris		
4. Andrew Anderson		
5.		
6.		
7.		
8.		
9.		
10.		

<input checked="" type="checkbox"/> Action	<input type="checkbox"/> File	<input type="checkbox"/> Note and Return
<input type="checkbox"/> Approval	<input type="checkbox"/> For Clearance	<input type="checkbox"/> Per Conversation
<input type="checkbox"/> As Requested	<input type="checkbox"/> For Correction	<input type="checkbox"/> Prepare Reply
<input type="checkbox"/> Circulate	<input type="checkbox"/> For Your Information	<input type="checkbox"/> See Me
<input type="checkbox"/> Comment	<input type="checkbox"/> Investigate	<input type="checkbox"/> Signature
<input type="checkbox"/> Coordination	<input type="checkbox"/> Justify	

REMARKS

This is a purchase request for service of an administrative complaint by the Milwaukee County Sheriff's Office located in Milwaukee, Wisconsin. The request is for the amount of \$106.00.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post) Christine Anderson	Room No. - Bldg. <hr/> Phone No. (312) 886-9749
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United States
Environmental Protection Agency
Washington, DC 20460

PROCANN-8FER7Q

PROCUREMENT REQUEST/ORDER

29(a). Custodial Area		1. Name of Originator ChristineA Anderson		2. Date of Requisition 03/29/2011	
29(b). Local Tracking / Miscellaneous		3. Mail Code	4. Telephone Number (312) 886-9749		5. Date Item Required
6. Signature of Originator CN=ChristineA Anderson/OU=R5/O=USEPA/C=US			7. Recommended Procurement Method <input type="checkbox"/> Competitive <input type="checkbox"/> Other than full and open competition <input checked="" type="checkbox"/> Sole source small purchase		
8. Deliver To (Project Officer) Thomas Crosetto		9. Address		10. Mail Code	11. Telephone Number (312) 886-6294
12. Suggested Source (Name, Address, ZIP Code, Phone/Contact) Name Milwaukee County Sheriff's Office Address 821 West State Street City Milwaukee State WI Zip 53233 Phone 414-278-4766 Contact Shakurah Matik			13. Amount of money committed is: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> Original <input type="checkbox"/> Cancellation		14. For Small Purchases Only: Contracting Office is authorized to exceed the amount shown in Block 26 by 10% or 100, whichever is less. <input type="checkbox"/> Yes <input type="checkbox"/> No

15. Approvals

a. Branch/Office CN=Thomas Crosetto/OU=R5/O=USEPA/C=US		Date 03/29/2011	d. Property Management Officer/Designee		Date
b. Division/Office CN=Michael Harris/OU=R5/O=USEPA/C=US		Date 03/30/2011	e. Other (Specify) DFO CN=Antoinette Hall/OU=R5/O=USEPA/C=US Antionette Hall, AO		Date 03/29/2011
c. Funds listed in Block 26 and Block 14 (if any) are available and reserved. (Signature and phone number of Certifying Officer) CN=Kesha Watson/OU=R5/O=USEPA/C=US		Date 04/01/2011	f. Other (Specify) CN=Andrew Anderson/OU=R5/O=USEPA/C=US		Date 03/31/2011

16. Date of Order	17. Order Number	18. Contract Number (if any)		19. Discount Terms	
20. FOB Point		21. Delivery of FOB Point by ON or before (Date)		22. Person Taking Order/ Quote and Phone Number	

23. Contractor (Name, Address, Zip Code)		24. Type of Order <input type="checkbox"/> a. Purchase	Reference your Quote (See block 22)		
Please furnish the above on the terms specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.					
<input type="checkbox"/> b. Delivery provisions on the reverse are deleted. The delivery order is subject to the terms and conditions of the contract. (See Block 19)					
		<input type="checkbox"/> Oral	<input type="checkbox"/> Written	<input type="checkbox"/> Confirming	

25. Schedule

Item Number (a)	Supplies or Services (b)	Quantity Ordered (c)	Unit (d)	Estimated Unit Price (e)	Unit Price (f)	Amount (g)	Quantity Accepted (h)
1	Service of an Administrative Complaint	1		\$106.00		106.00	
						Total \$	106.00

26. Financial And Accounting Data

	DCN (Max 6)	Budget/FYs (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	SFO
1	QCX031	1011	B	05Q	501E44C	2505	22
2							(MAX 2)
3							
	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code (Max 7)			
1	\$106	00					
2							
3							

27. United States of America By (Signature)		28. Typed Name and Phone of Contracting Officer		Phone
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Audit Trail for Procurement Request with Routing Slip

PDF Name:EPA1900-8av4.pdf

Form Number:EPA1900-8a

Document Identifier:EPA1900-8a-11088154245-CA

SUBMITTED on 03/29/2011 at 03:51:04 PM by CN=ChristineA Anderson/OU=R5/O=USEPA/C=US

APPROVED on 03/29/2011 at 05:11:18 PM by CN=Thomas Crosetto/OU=R5/O=USEPA/C=US

MODIFIED on 03/29/2011 at 06:14:09 PM by CN=Antoinette Hall/OU=R5/O=USEPA/C=US - Block 26

APPROVED on 03/29/2011 at 06:17:07 PM by CN=Antoinette Hall/OU=R5/O=USEPA/C=US

APPROVED on 03/30/2011 at 11:57:08 AM by CN=Michael Harris/OU=R5/O=USEPA/C=US

MODIFIED on 03/31/2011 at 03:08:09 PM by CN=Andrew Anderson/OU=R5/O=USEPA/C=US - Block 26

APPROVED on 03/31/2011 at 03:08:24 PM by CN=Andrew Anderson/OU=R5/O=USEPA/C=US

MODIFIED on 04/01/2011 at 04:10:50 PM by CN=Kesha Watson/OU=R5/O=USEPA/C=US - Block 26

COMPLETED on 04/01/2011 at 04:10:50 PM by CN=Kesha Watson/OU=R5/O=USEPA/C=US



United States
Environmental Protection Agency
Washington, DC 20460

PROCUREMENT REQUEST/ORDER

26. Financial And Accounting Data

	DCN (Max 6)	Budget/ FYs (Max 4)	Appropriation Code (Max 6)	Budget Org/ Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount	Site/ Project (Max 8)	Cost Org/ Code (Max 7)
4									
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30									

29. Additional Information

29 (a) Custodial Area

29 (b) Local Tracking / Miscellaneous



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

JUL 08 2010

REPLY TO THE ATTENTION OF:
LC-8J

CERTIFIED MAIL
Receipt No. 7009 1680 0000 7670 5646

Ms. Dessie L. Brumfield,
d/b/a Brumfield Properties, LLC
3936 North 18th Street
Milwaukee, Wisconsin 53206

RECEIVED
MAY 20 2011

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

446956 10-MAY '11 08:33

Handwritten mark

CERTIFIED MAIL
Receipt No. 7009 1680 0000 7670 5639

Ms. Dessie L. Brumfield,
d/b/a Brumfield Properties, LLC
5327 West Center Street
Milwaukee, Wisconsin 53210

Re: In the Matter of Dessie Brumfield

Dear Ms. Brumfield:

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

As provided in the complaint, if you would like to request a hearing, you must do so in your answer to the complaint. Please note that if you do not file an answer with the Regional Hearing Clerk (E-19J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604 within 30 days of your receipt of this complaint, a default order may be issued and the proposed civil penalty will become due 30 days later.

In addition, whether or not you request a hearing, you may request an informal settlement conference.

To request a conference, or if you have any questions about this matter, you may contact John Steketeer, Associate Regional Counsel at (312) 886-0558.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce F. Sypniewski". The signature is written in a cursive style with a large, looping initial "B".

Bruce F. Sypniewski
Acting Director
Land and Chemicals Division

Enclosures

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:)
)
Ms. Dessie L. Brumfield,)
d/b/a Brumfield Properties, LLC,)
Milwaukee, Wisconsin,)
)
Respondent.)
_____)

Docket No. TSCA-05-2010-0014

Proceeding to Assess a Civil Penalty
Under Section 16(a) of the Toxic Substances
Control Act, 15 U.S.C. § 2615(a)

RECEIVED
JUL 03 2010

Complaint

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

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, Region 5, United States Environmental Protection Agency (EPA).
3. The Respondent is Ms. Dessie L. Brumfield, doing business as Brumfield Properties, LLC, a limited liability corporation incorporated in the State of Wisconsin.
4. Respondent operates places of business located at 3936 North 18th Street and 5327 West Center Street, Milwaukee, Wisconsin.

Statutory and Regulatory Background

5. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), 42 U.S.C. § 4851 *et seq.*, 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 six. 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. Section 1018 of the Act, 42 U.S.C. § 4852(d), requires the Administrator of EPA 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.

6. On March 6, 1996, 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 the Disclosure Rule by September 6, 1996, pursuant to 40 C.F.R. § 745.102(a).

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

8. 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.

9. 40 C.F.R. § 745.103 defines "owner" as any entity that has legal title to target housing, including, but not limited to, individuals, partnerships, corporations, trusts, government agencies, Indian tribes and non-profit organizations.

10. 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.

11. 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.

12. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor of target housing complete the required disclosure activities before a purchaser or lessee is obligated under any contract to purchase or lease target housing.

13. 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 the 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.

14. 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(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

15. The Administrator of EPA may assess a civil penalty of up to \$11,000 for each violation of Section 409 of TSCA that occurred after July 28, 1997 through January 12, 2009, pursuant to 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19.

General Allegations

16. Respondent is an individual who has, and had at all times relevant to this Complaint, legal title to target housing, therefore, Respondent is, and was at all times relevant to this Complaint, an “owner” as defined by 40 C.F.R. § 745.103.

17. Between at least March 1, 2007 and January 1, 2009, Respondent owned residential properties at 3072 North 28th Street; 3463 North 13th Street; 2428 West Brown Street; 2230 North Teutonia Road; and 4908 North 40th Street; Milwaukee, Wisconsin. (Respondent’s Properties).

18. Respondent’s Properties were constructed prior to 1978.

19. Respondent’s Properties are, and were at all times relevant to this Complaint, “target housing” as defined in 40 C.F.R. § 745.103.

20. On May 11, 2009, EPA sent Respondent a written request to conduct an inspection of Respondent’s business to determine Respondent’s compliance with the Disclosure Rule.

21. On May 13, 2009, Respondent agreed to allow an EPA representative to conduct an inspection of Respondent’s business to determine Respondent’s compliance with the Disclosure Rule.

22. On May 21, 2009, representatives of EPA conducted an inspection of Respondent’s business seeking, among other things, copies of rental agreements and lead-based paint disclosure documentation for rental transactions at residential dwellings owned or managed by

Respondent.

23. On the following dates, Respondent entered into the following written lease agreements or contracts with individuals for the lease of Respondent's residential dwellings:

Address	Date of Lease
3072 North 28th Street, Milwaukee, Wisconsin	January 1, 2009
3463 North 13th Street, Milwaukee, Wisconsin	December 1, 2008
2428 West Brown Street, Milwaukee, Wisconsin	April 15, 2008
2230 North Teutonia Road, Milwaukee, Wisconsin	March 1, 2007
2230 North Teutonia Road, Milwaukee, Wisconsin	May 15, 2008
4908 North 40th Street, Unit 4908, Milwaukee, Wisconsin	January 1, 2008
4908 North 40th Street, Unit 4908A, Milwaukee, Wisconsin	January 1, 2009

24. Each of the lease agreements or contracts, referenced above in paragraph 23, covered a term of occupancy greater than 100-days.

25. Between March 1, 2007 and January 1, 2009, Respondent offered for lease residential dwellings and entered into lease agreements or contracts with individuals to lease those dwellings on the dates listed above in paragraph 23.

26. Because Respondent offered the target housing, referenced above in paragraph 23, for lease, Respondent was, at all times relevant to this Complaint, a "lessor" as defined at 40 C.F.R. § 745.103.

27. Each individual who signed a lease to pay rent in exchange for occupancy of a dwelling, referenced above in paragraph 23, was, at all times relevant to this Complaint, a "lessee" as defined in 40 C.F.R. § 745.103.

28. On December 14, 2009, EPA advised Respondent by letter that EPA was planning to file a civil administrative complaint against Respondent for specific alleged violations of Section 1018 and that the complaint would seek a civil penalty. EPA asked Respondent to identify any factors Respondent thought EPA should consider before issuing the complaint, including any financial factors. EPA also asked Respondent to submit specific financial documents if Respondent believed there were financial factors which bore on Respondent's ability to pay a civil penalty,.

29. On December 16, 2009, EPA served by certified mail the December 14, 2009 pre-filing notice letter referred to in paragraph 28 above. Respondent acknowledged receipt of but did not reply in writing to the certified letter.

30. On several occasions, the latest being May 11, 2010, EPA attempted to contact Respondent by telephone to set up a telephone conference to discuss the proposed filing of an enforcement action in this matter, however, EPA was not able to establish contact with the Respondent.

31. On May 19, 2010, EPA obtained a Dun and Bradstreet report on Brumfield Properties, LLC which shows that the Respondent is currently in good standing with the Secretary of State of Wisconsin. In addition, EPA obtained estimated property values of Respondent's Properties, calculated using public tax and property records, which shows that Respondent's Properties have an approximate estimated value of Four Hundred Thousand Dollars and No Cents (\$400,000).

32. Accordingly, based upon all information currently available to EPA, Respondent has substantial real estate assets which could be sold, or used as collateral, to obtain the requisite

revenue to pay the civil penalty proposed in the Complaint, therefore, Respondent has a *prima facie* ability to pay the civil penalty proposed in the Complaint.

Count 1

33. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

34. 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, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement.

35. Respondent failed to include, either within the contract or as an attachment to the contract dated December 1, 2008 for 3463 North 13th Street, Milwaukee, Wisconsin, a Lead Warning Statement.

36. Respondent's failure to include, either within each contract or as an attachment, a Lead Warning Statement for each leasing transaction referred to above, constitutes a violation of 40 C.F.R § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 2

37. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

38. 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, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement.

39. Respondent failed to include, either within the contract or as an attachment to the contract dated April 15, 2008 for 2428 West Brown Street, Milwaukee, Wisconsin, a Lead Warning Statement.

40. Respondent's failure to include, either within each contract or as an attachment, a Lead Warning Statement for each leasing transaction referred to above, constitutes a violation of 40 C.F.R § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 3

41. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

42. 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, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement.

43. Respondent failed to include, either within the contract or as an attachment to the contract dated March 1, 2007 for 2230 North Teutonia Road, Milwaukee, Wisconsin, a Lead Warning Statement.

44. Respondent's failure to include, either within each contract or as an attachment, a Lead Warning Statement for each leasing transaction referred to above, constitutes a violation of 40 C.F.R § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 4

45. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

46. 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, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement.

47. Respondent failed to include, either within the contract or as an attachment to the contract dated May 15, 2008 for 2230 North Teutonia Road, Milwaukee, Wisconsin, a Lead Warning Statement.

48. Respondent's failure to include, either within each contract or as an attachment, a Lead Warning Statement for each leasing transaction referred to above, constitutes a violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 5

49. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

50. 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, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement.

51. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2008 for 4908 North 40th Street, Unit 4908, Milwaukee, Wisconsin, a Lead Warning Statement.

52. Respondent's failure to include, either within each contract or as an attachment, a Lead Warning Statement for each leasing transaction referred to above, constitutes a violation of

40 C.F.R § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 6

53. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

54. 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, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement.

55. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2009 for 4908 North 40th Street, Unit 4908A, Milwaukee, Wisconsin, a Lead Warning Statement.

56. Respondent's failure to include, either within each contract or as an attachment, a Lead Warning Statement for each leasing transaction referred to above, constitutes a violation of 40 C.F.R § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 7

57. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

58. 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)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement 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.

59. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2009 for 3072 North 28th Street, Milwaukee, Wisconsin, a statement 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.

60. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to above, constitutes a violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 8

61. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

62. 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)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement 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.

63. Respondent failed to include, either within the contract or as an attachment to the contract dated December 2, 2008 for 3463 North 13th Street, Milwaukee, Wisconsin, a statement 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.

64. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to above, constitutes a violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 9

65. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

66. 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)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement 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.

67. Respondent failed to include, either within the contract or as an attachment to the contract dated April 15, 2008 for 2428 West Brown Street, Milwaukee, Wisconsin, a statement 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.

68. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each

leasing transaction referred to above, constitutes a violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 10

69. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

70. 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)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement 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.

71. Respondent failed to include, either within the contract or as an attachment to the contract dated March 1, 2007 for 2230 North Teutonia Road, Milwaukee, Wisconsin, a statement 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.

72. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to above, constitutes a violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 11

73. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

74. 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)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement 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.

75. Respondent failed to include, either within the contract or as an attachment to the contract dated May 15, 2008 for 2230 North Teutonia Road, Milwaukee, Wisconsin, a statement 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.

76. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to above, constitutes a violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 12

77. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

78. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the

required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement 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.

79. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2008 for 4908 North 40th Street, Unit 4908, Milwaukee, Wisconsin, a statement 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.

80. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to above, constitutes a violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 13

81. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

82. 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)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement 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.

83. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2009 for 4908 North 40th Street, Unit 4908A, Milwaukee, Wisconsin, a statement 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.

84. Respondent's failure to include, either within each contract or as an attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to above, constitutes a violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 14

85. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

86. 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)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available.

87. Respondent failed to include, either within the contract or as an attachment to the contract dated December 1, 2008 for 3463 North 13th Street, Milwaukee, Wisconsin, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint

hazards in the target housing that have been provided to the lessee or a statement that no such records are available.

88. Respondent's failure to include, either within each contract or as an attachment, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee, or a statement that no such records are available, for the leasing transaction referred to above, constitutes a violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 15

89. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

90. 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)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available.

91. Respondent failed to include, either within the contract or as an attachment to the contract dated April 15, 2008 for 2428 West Brown Street, Milwaukee, Wisconsin, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available.

92. Respondent's failure to include, either within each contract or as an attachment, a

list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee, or a statement that no such records are available, for the leasing transaction referred to above, constitutes a violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 16

93. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

94. 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)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available.

95. Respondent failed to include, either within the contract or as an attachment to the contract dated March 1, 2007 for 2230 North Teutonia Road, Milwaukee, Wisconsin, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available.

96. Respondent's failure to include, either within each contract or as an attachment, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee, or a statement that no such records are available, for the leasing transaction referred to above, constitutes a violations

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

Count 17

97. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

98. 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)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available.

99. Respondent failed to include, either within the contract or as an attachment to the contract dated May 15, 2008 for 2230 North Teutonia Road, Milwaukee, Wisconsin, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available.

100. Respondent's failure to include, either within each contract or as an attachment, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee, or a statement that no such records are available, for the leasing transaction referred to above, constitutes a violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 18

101. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

102. 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)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available.

103. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2008 for 4908 North 40th Street, Unit 4908, Milwaukee, Wisconsin, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available.

104. Respondent's failure to include, either within each contract or as an attachment, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee, or a statement that no such records are available, for the leasing transaction referred to above, constitutes a violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 19

105. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

106. 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)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available.

107. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2009 for 4908 North 40th Street, Unit 4908A, Milwaukee, Wisconsin, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available.

108. Respondent's failure to include, either within each contract or as an attachment, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee, or a statement that no such records are available, for the leasing transaction referred to above, constitutes a violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 20

109. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

110. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or

as an attachment to each contract, 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 required under 15 U.S.C. § 2696.

111. Respondent failed to include, either within the contract or as an attachment to the contract dated December 1, 2008 for 3463 North 13th Street, Milwaukee, Wisconsin, 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 required under 15 U.S.C. § 2696.

112. Respondent's failure to include, either within each contract or as an attachment, 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 required under 15 U.S.C. § 2696 for each leasing transaction above, constitutes a violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 21

113. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

114. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, 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 required under 15 U.S.C. § 2696.

115. Respondent failed to include, either within the contract or as an attachment to the

contract dated April 15, 2008 for 2428 West Brown Street, Milwaukee, Wisconsin, 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 required under 15 U.S.C. § 2696.

116. Respondent's failure to include, either within each contract or as an attachment, 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 required under 15 U.S.C. § 2696 for each leasing transaction above, constitutes a violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 22

117. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

118. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, 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 required under 15 U.S.C. § 2696.

119. Respondent failed to include, either within the contract or as an attachment to the contract dated March 1, 2007 for 2230 North Teutonia Road, Milwaukee, Wisconsin, 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 required under 15 U.S.C. § 2696.

120. Respondent's failure to include, either within each contract or as an attachment, 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 required under 15 U.S.C. § 2696 for each leasing transaction above, constitutes a violation of 40 C.F.R § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 23

121. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

122. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, 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 required under 15 U.S.C. § 2696.

123. Respondent failed to include, either within the contract or as an attachment to the contract dated May 15, 2008 for 2230 North Teutonia Road, Milwaukee, Wisconsin, 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 required under 15 U.S.C. § 2696.

124. Respondent's failure to include, either within each contract or as an attachment, 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 required under 15 U.S.C. § 2696 for each leasing transaction above, constitutes a violation of 40 C.F.R § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 24

125. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

126. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, 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 required under 15 U.S.C. § 2696.

127. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2008 for 4908 North 40th Street, Unit 4908, Milwaukee, Wisconsin, 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 required under 15 U.S.C. § 2696.

128. Respondent's failure to include, either within each contract or as an attachment, 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 required under 15 U.S.C. § 2696 for each leasing transaction above, constitutes a violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 25

129. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

130. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the

required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, 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 required under 15 U.S.C. § 2696.

131. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2009 for 4908 North 40th Street, Unit 4908A, Milwaukee, Wisconsin, 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 required under 15 U.S.C. § 2696.

132. Respondent's failure to include, either within each contract or as an attachment, 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 required under 15 U.S.C. § 2696 for each leasing transaction above, constitutes a violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 26

133. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

134. 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)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

135. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2009 for 3072 North 28th Street, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

136. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction constitutes a violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 27

137. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

138. 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)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

139. Respondent failed to include, either within the contract or as an attachment to the contract dated December 2, 2008 for 3463 North 13th Street, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates

of such signatures.

140. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction constitutes a violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 28

141. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

142. 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)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

143. Respondent failed to include, either within the contract or as an attachment to the contract dated April 15, 2008 for 2428 West Brown Street, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

144. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction constitutes a violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 29

145. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

146. 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)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

147. Respondent failed to include, either within the contract or as an attachment to the contract dated March 1, 2007 for 2230 North Teutonia Road, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

148. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction constitutes a violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 30

149. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

150. 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)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

151. Respondent failed to include, either within the contract or as an attachment to the contract dated May 15, 2008 for 2230 North Teutonia Road, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

152. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction constitutes a violation of 40 C.F.R.

§ 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 31

153. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

154. 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)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

155. Respondent failed to include, either within the contract or as an attachment to the

contract dated January 1, 2008 for 4908 North 40th Street, Unit 4908, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

156. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction constitutes a violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 32

157. Complainant incorporates paragraphs 1 through 32 of this Complaint as if set forth in this paragraph.

158. 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)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

159. Respondent failed to include, either within the contract or as an attachment to the contract dated January 1, 2009 for 4908 North 40th Street, Unit 4908A, Milwaukee, Wisconsin, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures.

160. Respondent's failure to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates

of such signatures for each leasing transaction constitutes a violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Proposed Civil Penalty

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

Count 1

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

Count 2

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

Count 3

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

Count 4

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

Count 5

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

Count 6

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(1).....\$10,320

Count 7

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

Count 8

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

Count 9

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

Count 10

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

Count 11

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

Count 12

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

Count 13

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(2).....\$7,740

Count 14

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

Count 15

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

Count 16

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

Count 17

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

Count 18

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

Count 19

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(3).....\$2,580

Count 20

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

Count 21

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

Count 22

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

Count 23

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

Count 24

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

Count 25

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(4).....\$5160

Count 26

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

Count 27

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

Count 28

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

Count 29

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

Count 30

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

Count 31

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

Count 32

42 U.S.C. § 4852d(b)(5) and
40 C.F.R. § 745.113(b)(6).....\$1,290

Total Proposed Civil Penalty.....\$58,060

162. In determining the amount of any civil penalty, Section 16 of TSCA requires EPA to take into account the nature, circumstances, extent and gravity of the violation or violations alleged and, with respect to the violator, ability to pay, effect 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.

163. 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 Respondent's ability to pay a penalty, any evidence showing that no lead-based paint exists in the cited housing, and any evidence that Respondent has taken steps to discover the presence of and/or has taken steps to abate lead-based paint and its hazards in subject housing.

164. As stated in paragraph 28, above, by letter dated December 14, 2009, EPA advised Respondent that EPA was planning to file a civil administrative complaint against Respondent for alleged violations of Section 1018 and that Section 1018 authorizes the assessment of a civil administrative penalty and, as stated in paragraph 31 above, Respondent received the letter and orally responded to the December 14, 2009 notice. In the notice, EPA asked Respondent to

identify any factors Respondent thought EPA should consider before issuing the complaint, and if Respondent believed there were financial factors which bore on Respondent's ability to pay a civil penalty, EPA asked Respondent to submit specific financial documents.

165. Publicly available information obtained by EPA concerning the estimated real property values of Respondent's Properties demonstrates that Respondent has the ability to pay the proposed civil penalty.

166. Respondent, to date, has not claimed an inability to pay the proposed civil penalty and has provided no facts or information to the Agency which would cause EPA to adjust the proposed civil penalty for financial reasons or any other factors related to the alleged violations.

Rules Governing This Proceeding

The *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules) at 40 C.F.R. Part 22 govern this proceeding to assess a civil penalty. Enclosed with the Complaint is a copy of the Consolidated Rules.

Filing and Service of Documents

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

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

Respondent 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 John Steketee

to receive any answer and subsequent legal documents that Respondent serves in this proceeding.

You may telephone Mr. Steketee at (312) 886-0558. His address is:

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

Penalty Payment

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

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

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

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

Answer and Opportunity to Request a Hearing

If Respondent contests any material fact upon which the Complaint is based or the appropriateness of any penalty amount, or contends that she is entitled to judgment as a matter of law, Respondent may request a hearing before an Administrative Law Judge. To request a

hearing, Respondent must file a written Answer within 30 days of receiving this Complaint and must include in that written Answer a request for a hearing. Any hearing will be conducted according to the Consolidated Rules.

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.

To file an answer, Respondent must file the original written answer and one copy with the Regional Hearing Clerk at the address specified above.

Respondent's written answer must clearly and directly admit, deny, or explain each of the factual allegations in the Complaint; or must state clearly that Respondent has no knowledge of a particular factual allegation. Where Respondent states that she has no knowledge of a particular factual allegation, the allegation is deemed denied. Respondent's failure to admit, deny, or explain any material factual allegation in the Complaint constitutes an admission of the allegation. Respondent's answer must also state:

- a. The circumstances or arguments which Respondent alleges constitute grounds of defense;
- b. The facts that Respondent disputes;
- c. The basis for opposing the proposed penalty; and
- d. Whether Respondent requests a hearing.

If Respondent does 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 Respondent constitutes an admission of all factual allegations in the Complaint and a waiver of the right to contest the factual allegations.

Respondent must pay any penalty assessed in a default order without further proceedings 30 days after the order becomes the final order of the Administrator of EPA under Section 22.27(c) of the Consolidated Rules.

Settlement Conference

Whether or not Respondent requests a hearing, Respondent 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, Respondent may contact Ms. Anderson at the address provided above.

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

Continuing Obligation to Comply

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


Consent Agreement and Final Order

EPA has authority, where appropriate, to modify the amount of the proposed penalty to reflect any settlement reached with Respondent 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 Final Order and it is

filed with the Regional Hearing Clerk.

**In the Matter Of Dessie L. Brumfield d/b/a Brumfield Properties, LLC
Milwaukee, Wisconsin**

7/8/10
Date


Bruce F. Sypniewski
Acting Director
Land and Chemicals Division

RECEIVED

JUL 08 2010

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

CERTIFICATE OF SERVICE


This is to certify that the original and one copy of this Complaint involving Dessie L. Brumfield, d/b/a Brumfield Properties, LLC was filed on July 8, 2010, with the Regional Hearing Clerk (E-19J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No. 7009 1680 0000 7670 5646 and 7009 1680 0000 7670 5639 to:

Dessie L Brumfield
d/b/a Brumfield Properties
3936 North 18th Street
Milwaukee, Wisconsin 53206

Dessie L Brumfield
d/b/a Brumfield Properties
5327 West Center Street
Milwaukee, Wisconsin 53210

with intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
John P. Steketee, 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

Docket No. TSCA-05-2010-0014

RECEIVED

JUL 08 2010

REGIONAL HEARING CLERK
ENVIRONMENTAL
PROTECTION AGENCY