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<sup>3</sup>ALSO LICENSED IN COLORADO  
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<sup>8</sup>ALSO LICENSED IN OHIO

August 13, 2008

E-mail: mperry@fraserlawfirm.com  
DID: 517-377-0846

**Via Federal Express**  
Regional Hearing Clerk (E-13J)  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

Re: **In the Matter of: One Management, Inc., L & J Investment, Inc., and One Management Investment Group, Detroit, Michigan**  
Docket No.: TSCA-05-2008-0012

Dear Clerk:

Enclosed herewith please find the original and one copy of Respondents' Answer to Complaint, together with Proof of Service of same on counsel of record.

Thank you.

Very truly yours,

**FRASER TREBILCOCK DAVIS & DUNLAP, P.C.**



Michael H. Perry

MHP:js  
Enclosures  
cc: Mary McAuliffe (w/enc.)  
Jerry Watha (w/enc.)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

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

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**RESPONDENTS' ANSWER TO COMPLAINT**  
**INFORMAL SETTLEMENT CONFERENCE REQUESTED**  
**ADMINISTRATIVE HEARING (TRIAL) REQUESTED**

NOW COME the Respondents, by and through their attorneys, Fraser Trebilcock Davis & Dunlap, P.C. and for their Answer to the Complaint state as follows:

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).

**ANSWER: The Respondents decline to answer the allegations in ¶1 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶2 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: One Management Investment Group, LLC ("OMIG") admits the allegations in ¶3. One Management, Inc. ("One Management") and L&J Investment, Inc. ("L&J") deny the allegations in ¶3 because they are untrue and because these two entities have been dissolved.**

#### **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 U.S. 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.

**ANSWER: The Respondents decline to answer the allegations in ¶4 because they state a conclusion of law to which an answer is not required.**

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).

**ANSWER: The Respondents decline to answer the allegations in ¶5 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶6 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶7 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶8 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶9 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶10 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶11 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶12 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶13 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶14 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶15 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶16 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶17 because they state a conclusion of law to which an answer is not required.**

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).

**ANSWER: The Respondents decline to answer the allegations in ¶18 because they state a conclusion of law to which an answer is not required.**

## General Allegations

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

**The Respondents incorporate and adopt by reference ¶¶ 1-19 above, as though fully set forth herein.**

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).

**ANSWER: The Respondents admit the allegations in ¶20.**

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).

**ANSWER: The Respondents admit the allegations in ¶21.**

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).

**ANSWER: The Respondents admit the allegations in ¶22.**

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).

**ANSWER: The Respondents admit the allegations in ¶23.**

24. Each Residential Dwelling was constructed prior to 1978.

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶24.**

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

**ANSWER: The Respondents decline to answer the allegations in ¶25 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in ¶26, and leave the Complainant to its proofs thereon.**

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.”<sup>1</sup>

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶27.**

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.

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶28.**

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.

**ANSWER: The Respondents admit the allegations in ¶29.**

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.

**ANSWER: Subject to FRE 408, the Respondents admit the allegations in ¶30.**

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.

**ANSWER: The Respondents admit the allegations in ¶31.**

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

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.

**ANSWER: The Respondents admit the allegations in ¶32.**

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 <sup>2</sup>	Owner <sup>3</sup>	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 <sup>4</sup>
17371 Evergreen			9/22/03
20139 Exeter			3/1/01 <sup>4</sup>
17233 Fenelon			7/1/04
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

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

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 <sup>4</sup>
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 <sup>4</sup>
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 <sup>4</sup>
1469 Pingree		L&J	12/08/03
12080 Promenade			12/31/03
12745-47 Promenade			11/21/01 <sup>4</sup>
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

**ANSWER:** Upon their information and belief, the Respondents admit the allegations in ¶33.

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

**ANSWER:** Upon their information and belief, the Respondents admit the allegations in ¶34.

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

**ANSWER:** The Respondents decline to answer the allegations in ¶35 because they state a conclusion of law to which an answer is not required.

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

**ANSWER:** The Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in ¶36, and leave the Complainant to its proofs thereon.

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.

**ANSWER: The Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in ¶37, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶38 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in ¶39, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶40 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶41.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶42 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in ¶43, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶44 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶45 because they state a conclusion of law to which an answer is not required.**

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:

<b>Address</b>	<b>City<sup>2</sup></b>	<b>Owner<sup>3</sup></b>	<b>Date of Sale</b>
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			

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶46.**

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

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶47.**

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

**ANSWER: The Respondents decline to answer the allegations in ¶48 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶49.**

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).

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶50.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶51 because they state a conclusion of law to which an answer is not required.**

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).

**ANSWER: Upon their information and belief, the Respondents admit the allegations in ¶52.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶53 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶54 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents admit the allegations in ¶55.**

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.

**ANSWER: The Respondents admit the allegations in the first sentence of ¶56. The Respondents deny the allegations in the second sentence of ¶56 because they are untrue.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 57, and leave the Complainant to its proofs thereon.**

**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.

**The Respondents incorporate and adopt by reference ¶¶ 1-57 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶59 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 60, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 61, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 62, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 63, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 64, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 65, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 66, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 67, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 68, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 69, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 70, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 71, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 72, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 73, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 74, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 75, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 76, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 77, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 78, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 79, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 80, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 81, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 82, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 83, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 84, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 85, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 86, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 87, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 88, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 89, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 90, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 91, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 92, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 93, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 94, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 95, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 96, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 97, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 98, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 99, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 100, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 101, and leave the Complainant to its proofs thereon.**

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 Waltham, Detroit, Michigan, in the June 25, 2003 contract referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 102, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 103, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶104 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶104 because they are untrue.**

#### **Counts 45 through 109**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-104 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶106 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 107, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 108, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 109, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 110, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 111, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 112, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 113, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 114, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 115, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 116, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 117, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 118, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 119, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 120, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 121, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 122, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 123, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 124, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 125, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 126, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 127, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 128, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 129, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 130, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 131, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 132, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 133, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 135, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 136 (Count 73), and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 136 (Count 74), and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 137, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 138, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 139, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 140, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 141, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 142, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 143, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 144, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 145, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 146, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 147, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 148, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 149, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 150, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 151, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 152, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 153, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 154, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 155, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 156, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 157, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 158, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 159, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 160, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 161, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 162, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 163, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 164, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 165, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 166, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 167, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 168, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 169, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶170 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶170 because they are untrue.**

#### **Counts 111 through 175**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-170 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶172 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 173, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 174, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 175, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 176, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 177, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 178, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 179, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 180, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 181, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 182, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 183, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 184, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 185, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 186, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 187, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 188, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 189, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 190, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 191, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 192, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 193, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 194, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 195, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 196, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 197, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 198, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 199, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 200, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 201, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 202, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 203, and leave the Complainant to its proofs thereon.**

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 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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 204, and leave the Complainant to its proofs thereon.**

205. Count 140: 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 19423 Lamont, Detroit, Michigan, in the January 14, 2004 contract referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 205, and leave the Complainant to its proofs thereon.**

206. Count 141: 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 14930 Lappin, Detroit, Michigan, in the June 6, 2003 contract referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 206, and leave the Complainant to its proofs thereon.**

207. Count 142: 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 14500 Linhurst, Detroit, Michigan, in the November 1, 2000 contract and/or the February 24, 2004 rent increase notice referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 207, and leave the Complainant to its proofs thereon.**

208. Count 143: 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 12447 Longacre, Detroit, Michigan, in the June 1, 2003 contract referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 208, and leave the Complainant to its proofs thereon.**

209. Count 144: 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 231 Louise, Detroit, Michigan, in the May 30, 2003 contract referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 209, and leave the Complainant to its proofs thereon.**

210. Count 145: 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 4457 Maryland, Detroit, Michigan, in the February 8, 2003 contract referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 210, and leave the Complainant to its proofs thereon.**

211. Count 146: 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 9016 May, Lower, Detroit, Michigan, in the February 20, 2004 contract referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 211, and leave the Complainant to its proofs thereon.**

212. Count 147: 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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 212, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 213, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 214, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 215, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 216, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 217, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 218, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 219, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 220, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 221, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 222, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 223, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 224, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 225, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 226, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 227, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 228, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 229, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 230, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 231, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 232, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 233, and leave the Complainant to its proofs thereon.**

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

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 234, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 235, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶236 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶236 because they are untrue.**

#### **Counts 171 through 233**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-236 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶238 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 236, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 240, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 241, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 242, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 243, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 244, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 245, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 246, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 247, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 248, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 249, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 250, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 251, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 252, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 253, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 254, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 255, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 256, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 257, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 258, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 259, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 260, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 261, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 262, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 263, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 264, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 265, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 266, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 267, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 268, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 269, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 270, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 271, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 272, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 273, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 274, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 275, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 276, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 277, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 278, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 279, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 280, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 281, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 282, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 283, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 284, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 285, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 286, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 287, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 288, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 289, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 290, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 2, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 292, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 293, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 294, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 295, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 296, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 297, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 298, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 299, and leave the Complainant to its proofs thereon.**

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 Waltham, Detroit, Michigan, in the June 25, 2003 contract referenced in paragraph 33, above.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 300, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 301, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶302 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶302 because they are untrue.**

**Count 234 through 312**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-302 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶304 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 305, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 306, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 307, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 308, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 309, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 310, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 311, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 312, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 313, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 314, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 315, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 316, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 317, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 318, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 319, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 320, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 321, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 332, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 333, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 334, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 335, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 336, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 337, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 338, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 339, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 340, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 341, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 342, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 343, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 344, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 345, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 346, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 347, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 348, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 349, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 350, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 351, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 352, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 353, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 354, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 355, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 356, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 357, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 358, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 359, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 360, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 361, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 362, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 363, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 364, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 365, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 366, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 367, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 368, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 369, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 370, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 371, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 372, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 373, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 374, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 375, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 376, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 377, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 378, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 379, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 380, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 382 (Count 300), and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 382 (Count 301), and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 383, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 384, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 385, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 386, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 387, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 388, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶389 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶389 because they are untrue.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 390, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 391, and leave the Complainant to its proofs thereon.**

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

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 392, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 393, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶394 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶394 because they are untrue.**

**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.

**The Respondents incorporate and adopt by reference ¶¶ 1-394 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶396 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶397 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 398, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 399, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 400, and leave the Complainant to its proofs thereon.**

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

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 401, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 402, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 403, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶404 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶404 because they are untrue.**

**Counts 316 through 318**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-404 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶406 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶407 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 408, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 409, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 410, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 411, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 412, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 413, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶414 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶414 because they are untrue.**

#### **Counts 319 through 321**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-413 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶416 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶417 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 418, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 419, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 420, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 421, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 422, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 423, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶424 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶424 because they are untrue.**

**Counts 322 through 324**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-424 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶426 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶427 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 428, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 429, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 430, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 431, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 432, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 433, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶434 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶434 because they are untrue.**

**Count 325 through 329**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-434 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶436 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶437 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 438, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 439, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 440, and leave the Complainant to its proofs thereon.**

441. Count 326B: Respondent One Management, as agent, failed to ensure that lessor include 6or 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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 441, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 442, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 443, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 444, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 445, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 446, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 447, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶448 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶448 because they are untrue.**

**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.

**The Respondents incorporate and adopt by reference ¶¶ 1-448 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶450 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶451 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 452, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 453, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 454, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 455, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 456, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 457, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶458 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶458 because they are untrue.**

**Counts 333 through 335**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-458 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶460 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶461 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 462, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 463, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 464, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 465, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 466, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 467, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶468 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶468 because they are untrue.**

**Counts 336 through 338**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-468 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶470 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶471 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 472, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 473, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 474, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 475, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 476, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 477, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶478 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶478 because they are untrue.**

**Counts 339 through 341**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-477 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶480 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶481 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 482, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 483, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 484, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 485, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 486, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 487, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶488 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶488 because they are untrue.**

**Count 342 through 345**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-488 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶490 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶491 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 492, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 493, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 494, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 495, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 496, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 497, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 498, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 499, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶500 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶500 because they are untrue.**

**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.

**The Respondents incorporate and adopt by reference ¶¶ 1-500 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶502 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 503, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 504, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 505, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 506, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 507, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 508, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 509, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 510, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 511, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 512, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 513, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 514, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 515, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 516, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 517, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 518, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 519, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 520, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 521, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 522, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 523, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 524, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 525, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 526, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 527, and leave the Complainant to its proofs thereon.**

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

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 528, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 529, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 530, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 531, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 532, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 533, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 534, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 535, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 536, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 537, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 538, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 539, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 540, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 541, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 542, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 543, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 544, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 545, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 546, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 547, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 548, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 549, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 550, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 551, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶552 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶552 because they are untrue.**

**Counts 395 through 446**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-552 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶554 because they state a conclusion of law to which an answer is not required.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 552, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 556, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 557, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 558, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 559, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 560, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 561, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 562, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 563, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 564, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 565, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 566, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 567, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 568, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 569, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 570, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 571, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 572, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 573, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 574, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 575, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 576, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 577, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 578, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 579, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 580, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 581, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 582, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 583, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 585, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 585, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 586, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 587, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 588, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 589, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 590, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 591, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 592, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 593, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 594, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 595, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 596, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 597, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 598, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 599, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 600, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 601, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 602, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 603, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 604, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 605, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: Respondents lack sufficient information upon which to form a belief as to the truth of the allegations in paragraph 606, and leave the Complainant to its proofs thereon.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶607 because they state a conclusion of law to which an answer is not required. However, if an answer is required, the Respondents deny the allegations in ¶607 because they are untrue.**

**Counts 447 through 498**

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

**The Respondents incorporate and adopt by reference ¶¶ 1-607 above, as though fully set forth herein.**

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.

**ANSWER: The Respondents decline to answer the allegations in ¶609 because they state a conclusion of law to which an answer is not required.**