

FILED
11-13-2020
Ozaukee County, WI
Mary Lou Mueller CoCC
2020CV000357
Honorable Sandy A
Williams
Branch 3

STATE OF WISCONSIN
CIRCUIT COURT
OZAUKEE COUNTY
CIVIL DIVISION

BERRADA PROPERTIES
MANAGEMENT INC.
P.O. Box 241191
Milwaukee, WI 53224,

and

YOUSSEF BERRADA
7421 W. Ridgeview Drive
Mequon, WI 53092

Case No. 2020-CV-_____
Class Code: 30701
Declaratory Judgment

Plaintiff,

vs.

RANDY ROMANSKI, in his official capacity
as Secretary-Designee of the Department of
Agriculture, Trade, and Consumer Protection
2811 Agriculture Drive, 4th Floor
P.O. Box 8911
Madison, WI 53708-8911,

and

JOSH KAUL, in his official capacity as
Attorney General of the State of Wisconsin
17 West Main Street
Madison, WI 53703

Defendants.

SUMMONS

STATE OF WISCONSIN:

To each person named above as Defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal

action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered or electronically filed with the Court, whose address is 1201 S Spring St, Port Washington, WI 53074, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 1000 North Water Street, Suite 1700, Milwaukee, WI 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 13th day of November, 2020.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965

s/ Jessica H. Polakowski
Jessica H. Polakowski
State Bar ID No. 1061368
Delanie Breuer
State Bar ID No. 1085023
*Attorneys for Plaintiffs Berrada Properties
Management Inc. and Youssef Berrada*

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JOSH KAUL, in his official capacity as
Attorney General of the State of Wisconsin
17 West Main Street
Madison, WI 53703

Defendants.

COMPLAINT

Plaintiff, Berrada Properties Management Inc. ("Berrada") and Youssef Berrada, by their attorneys, Reinhart Boerner Van Deuren s.c., as and for their Complaint in this action against Defendants Randy Romanski, in his official capacity as Secretary-Designee of the Department of

Agriculture, Trade and Consumer Protection and Josh Kaul in his official capacity as Attorney General of the State of Wisconsin (collectively “Defendants”), alleges as follows.

NATURE OF ACTION

1. This is an action to stop the unconstitutional activity of the Wisconsin Department of Agriculture, Trade, and Consumer Protection (“DATCP”) under the direction of Secretary-Designee Randy Romanski and the Wisconsin Department of Justice (“DOJ”) under the direction of Wisconsin Attorney General Josh Kaul, in their unlawful fishing expedition against Berrada Properties Management, Inc. (“BPM”) and Youssef Berrada.

2. Without providing any foundation or scope for the investigation, the Defendants assert unbound authority to access information, force sworn responses, and mandate how BPM conducts its business.

3. This behavior is a direct violation of the Constitutions of Wisconsin and of the United States, and is precisely the type of government behavior the Constitution is intended to prevent.

4. The Defendants’ actions have caused unnecessary and inequitable harm to BPM’s business and reputation, as well as to Mr. Berrada.

5. The Defendants continue to make unreasonable and unfounded demands of BPM and Mr. Berrada through this investigation, with no end in sight.

PARTIES

6. BPM is a Wisconsin corporation with its principle place of business at 10136 W. Fond du Lac Avenue, Milwaukee, Wisconsin.

7. BPM manages residential properties in Milwaukee and Racine Counties.

8. Mr. Berrada is an adult resident of the State of Wisconsin, residing at 7421 W. Ridgeview Drive, Mequon, Wisconsin.

9. Mr. Berrada is the President of BPM. Mr. Berrada's preferred first name is Joe.

10. Defendant Randy Romanski is sued in his capacity as Secretary-Designee of DATCP. Secretary-Designee Romanski has his offices and principal place of business at the Department of Agriculture Trade and Consumer Protection, 2811 Agriculture Drive, Madison, WI. As Secretary-Designee, Mr. Romanski is responsible for overseeing DATCP investigations of violations of Wisconsin laws related to agriculture, trade, and consumer protection.

11. Defendant Josh Kaul is sued in his capacity as Attorney General of the State of Wisconsin. Attorney General Kaul has his office and principal place of business at Wisconsin Department of Justice, 17 West Main Street, Madison, Wisconsin. As Attorney General, Mr. Kaul is responsible for overseeing DOJ's activities related to assisting DATCP with investigations. Mr. Kaul is also responsible for executing and administering the laws of the State of Wisconsin.

JURISDICTION AND VENUE

12. This court has jurisdiction pursuant to 42 U.S.C. § 1983. Defendants, acting under color of state law, have deprived Plaintiffs of the rights secured under the Constitution of the United States.

13. Venue is proper pursuant to Wis. Stat. § 801.50(3)(a).

FACTUAL BACKGROUND

14. BPM is the exclusive management agent for properties owned by various Wisconsin limited liability companies of which Mr. Berrada is the Sole Member.

15. BPM only manages properties owned by Wisconsin limited liability companies of which Mr. Berrada is the sole member.

16. BPM manages approximately 8,000 residential rental units in the greater Milwaukee area. Typical rent for a two-bedroom apartment at a BPM property generally ranges from \$450-1200.

17. Under Mr. Berrada's business model, he acquires and has BPM manage properties, which prior to acquisition, were poorly managed and often in a state of significant disrepair.

18. After acquiring properties, BPM, at Mr. Berrada's instruction and at Mr. Berrada's expense, undertakes the improvement of the properties, through renovations, at significant cost, completing necessary repairs, and offering the renovated units for similar rental rates.

19. BPM believes it is important to the community in which it operates to maintain a volume of low income housing. Therefore, rather than gentrifying the buildings it purchases, it renovates them and leases them out at the same or similar rental rates they had previously been leased at.

20. BPM often goes above and beyond what is required by law to prevent and address tenant concerns. For example, if BPM has taken over management and is planning the renovation of a property, the company generally offers existing tenants of the property an opportunity to transfer to a newly renovated apartment, a free month rent, and assistance with moving logistics to compensate for any inconvenience caused by the renovation. BPM also regularly works with tenants who default on rent, providing payment plans to avoid evictions. If an eviction is necessary, BPM has rarely attempted to collect outstanding judgements from past tenants.

21. From the multiple thousands of rental units managed by BPM, DATCP received a total of five (5) complaints in 2018 and seven (7) complaints in 2019. BPM investigated, responded to, and resolved each complaint, most of which were without merit.

22. On April 22, 2020, DATCP received three anonymous complaints, attached as Exhibit 1, all regarding BPM's planned renovations on the Beaver Creek apartment building, and whether such activity would violate Wisconsin Department of Health Services Emergency Order #12 and Emergency Order #28 (the Safer at Home Orders). All three anonymous complaints were based on "contact with current and former tenants" and, on information and belief, were authored by a non-tenant.

23. On April 29, 2020, DATCP sent BPM a letter, attached as Exhibit 2, alleging BPM's actions violated the Safer at Home Orders, and requiring a response within 48 hours describing actions taken to address DATCP's concerns and "to ensure that unreasonable and nonemergency entries" to rental properties did not occur during "the remainder of this public health emergency."

24. DATCP does not have authority to enforce the Safer at Home Orders.

25. Regardless, in the spirit of cooperation, on May 1, 2020, BPM provided a response to DATCP's April 29, 2020 letter, attached as Exhibit 3, explaining BPM only entered apartments for emergency maintenance and only with express permission of tenants.

26. On May 7, 2020, DATCP responded by letter, attached as Exhibit 4, confirming BPM's commitment to only enter apartments for emergency maintenance and with permission of tenants, thanking BPM for its attention to the matter, and requested no additional information from BPM.

27. On May 19, 2020, DATCP served Mr. Berrada with a Civil Investigative Demand ("CID") captioned "In the Matter of: Youssef "Joe" Berrada, Berrada Properties Management, Inc., Respondents," Docket No. 20-S-120A. The CID required sworn answers for an investigation of possible violations of Wis. Stat. § 100.20 and Wis. Admin. Code chs. ATCP 134. The CID is attached as Exhibit 5.

28. The CID requested detailed information on every rental property owned, purchased, or pending purchase by Mr. Berrada, and detailed information on business entities owned or controlled by Mr. Berrada.

29. On May 19, 2020 DATCP also served BPM with a CID (the “BPM CID”), attached as Exhibit 6, captioned in the same manner and alleging the same violations as the CID served on Mr. Berrada.

30. The BPM CID required volumes of detailed information including BPM’s business structure, employees, and role of each employee; information on late fee payments and transferred leases; significant information related to a list of 100 former tenants, including documents predating January 1, 2015; a description of internal accounting, check-in, and check-out procedures; significant amounts of data for each tenant who vacated a dwelling unit in 2019 or 2020; a description of eligibility standards for tenants; a description of internal processes related to eviction proceeding decisions and disposal of property left by tenants; detailed information related to renovation at two apartment complexes; and copies of all notices provided to tenants during 2019 and 2020.

31. Both CIDs required a sworn answer by June 19, 2020 pursuant to Wis. Stat. §§ 93.15 and 100.18(11)(c)1, demanded information from January 1, 2015 forward, and warned that failure to comply with the required demands may be punishable by fine and/or imprisonment.

32. BPM requested that Defendants reduce the amount of information demanded. Defendants refused.

33. Believing they had no choice but to comply with the CIDs, both Mr. Berrada and BPM expended significant resources to gather and provide copious amounts of data in response to the CID by June 19, 2020.

34. Mr. Berrada and BPM collectively provided information related to 229 property purchases, detailed record spanning several years related to each of the 100 tenants provided by Defendants, employee names and duties, records related to 300 tenants who no longer resided at BPM properties, extensive details related to the renovations including which specific units received new doors and windows, the activity that precipitated the April 2020 anonymous complaints, and hundreds of pages of additional documents and information requested.

35. Apparently unsatisfied by this first, voluminous production, On July 23, 2020, DOJ sent fifteen (15) additional detailed questions to BPM and Mr. Berrada as a supplement to the CIDs.

36. On September 14, 2020, Mr. Berrada and BPM provided a significant amount of additional information to DOJ's supplemental CIDs, including more detailed information about BPM employees, more detailed information on property transactions, and copies of each and every notice provided to tenants of the multiple properties.

37. During the course of responding to the CIDs, the Defendants asserted that many of BPM's practices and standard documents violated the law and required change. BPM did not necessarily agree, but again believing it had no choice, BPM acquiesced to the Defendants' demands to edit standard documents and communications with tenants, to prescribe procedures and processes to be used by the business.

38. Irrespective of the fact that BPM did not agree with the position of the Defendants, BPM voluntarily and of its own accord, returned over \$1 million in late fees the Defendants asserted were improperly collected based on DATCP's interpretation of applicable statutory and rule provisions.

39. It was BPM's understanding that if BPM complied with the Defendants' demands, the investigation would be closed.

40. The Defendants, through DOJ attorneys, continued to demand additional information from Mr. Berrada and BPM. They continued to demand an opportunity to edit and approve business documents and that BPM take any actions required by the Defendants.

41. All the while making these demands, the Defendants refused to provide any information on the basis for or scope of the ongoing investigation.

42. Mr. Berrada and BPM were understandably intimidated and threatened by the Defendants' actions, and felt they had no choice but to accede to Defendants' demands.

43. After more than six months of investigation, the Defendants expanded their illegal inquiry into nearly every facet of BPM's business.

44. For those six months, Mr. Berrada and BPM accepted the Defendants' asserted interpretation of the law and their authority, though Mr. Berrada and BPM did not agree with it. As such, Mr. Berrada and BPM provided all information demanded and took all actions required by the Defendants, dedicating significant resources to fulfilling the demands of the Defendants. No information demanded by the Defendants was withheld by either Mr. Berrada or BPM.

45. During those same six months, BPM was managing the additional burden of assisting tenants during the COVID pandemic, including working with community groups to find a home for tenants that had difficulty finding a place to live due to past evictions or other unfortunate circumstances, putting a moratorium on evictions even before required to do so by applicable law, and ensuring a safe environment for both employees and tenants when maintenance was necessary.

46. Unfortunately, having undergone months of investigation, and voluminous productions of materials, the Defendants were not assuaged. As a result, on October 7, 2020, BPM retained counsel to assist with attempting to reach a conclusion to the continued investigation by the Defendants.

47. On October 16, 2020, BPM informed DOJ in a letter, attached as Exhibit 7, that it now believed the Defendants were acting beyond their authority and in violation of BPM's rights. The letter explained that BPM did not agree Defendants' had authority to enforce the Safer at Home orders, nor to undertake such a broad investigation without providing some information on the foundation for the investigation. The letter also explained BPM's disagreement with Defendants' assertions that (1) because the investigation confirmed violations of the law, the foundation for the investigation was irrelevant, and (2) Defendants' plan to continue investigating until they understand "all the issues." The letter concluded by explaining BPM would no longer cooperate in the investigation.

48. On October 23, 2020, Defendants responded re-asserting their broad authority to investigate BPM, and refusing to discuss any type of resolution until the investigation was complete. That response is attached as Exhibit 8.

49. On October 29, 2020, Defendants sent a letter, attached as Exhibit 9, containing new allegations against BPM allegedly based on another anonymous complaint that BPM was telling tenants of a property, which BPM did not yet own or manage, that they would be forced to vacate their homes in 30 days. For the first time in the investigation, Defendants alleged BPM was violating Wis. Stat. § 100.18(1). DOJ's letter also required a response by close of business the following day.

50. On October 30, 2020, BPM provided a response, attached as Exhibit 10, denying the allegations and explaining that the company did not have access to the building referenced.

51. Despite this information, on November 2, 2020, Defendants demanded, without authority, that BPM send a letter to all tenants of the building, within five days, explaining that they would not be forced to vacate. Defendants explained that if BPM did not send such a letter,

the State would send a letter to these tenants. Defendants also insisted that the DOJ be allowed to review the letter prior to it being sent. This demand is attached as Exhibit 11.

52. Apparently based solely on this unfounded anonymous complaint, Defendants required BPM to post notices in five buildings related to the Defendants' assertion that tenants were told they would be forced to vacate their homes, despite the fact that there was no actual risk of tenants being improperly evicted. This assertion was unfounded, and resulted in no harm or threat of harm to tenants.

**CLAIM I: DENIAL OF DUE PROCESS IN VIOLATION OF THE 14TH AMENDMENT
OF THE U.S. CONSTITUTION AND ARTICLE 1, SECTION 1 OF THE WISCONSIN
CONSTITUTION**

53. Mr. Berrada and BPM reallege and incorporates by reference as if fully set forth herein the allegations contained in paragraphs I through 52.

54. Through the CIDs, the Agencies required Mr. Berrada and BPM to provide sworn information and responses pursuant to Wis. Stat. §§ 93.15 and 100.18(11)(c)1.

55. The CIDs did not provide reasonable notice of the purpose or scope of the investigation.

56. The Agencies' process did not provide Mr. Berrada or BPM with an opportunity to be heard.

57. The Agencies' reliance on Wis. Stat. §100.18(11)(c)1 to investigate potential violations of Wis. Stat. §100.20 or ATCP 134 is improper.

58. The Agencies' actions violated due process requirements specifically enumerated in Wis. Stat. §§ 93.15 and 93.18.

59. The Agencies' actions violated Mr. Berrada and BPM's rights under the Wisconsin Constitution and the Constitution of the United States.

**CLAIM II: UNREASONABLE GOVERNMENT SEARCH IN VIOLATION OF THE 4TH
AMENDMENT OF THE U.S. CONSTITUTION AND ARTICLE 1, SECTION 11 OF
THE WISCONSIN CONSTITUTION**

60. Mr. Berrada and BPM reallege and incorporates by reference as if fully set forth herein the allegations contained in paragraphs 1 through 52.

61. The Defendants asserted and exercised unfettered authority to demand information and documents related to every portion of BPM's business, as well as information related to the employees of BPM and the tenants of BPM. Defendants were not entitled to make these unfettered demands.

62. The Defendants asserted and exercised unfettered authority to demand information and documents regarding Mr. Berrada and his business dealings. Defendants were not entitled to make these unfettered demands.

63. Through the Defendants' unreasonable action, the State obtained significant information, including books, policies, and practices internal to BPM, to which BPM had an expectation of privacy.

64. Through the Defendants' unreasonable action, the State obtained significant information from Mr. Berrada, to which he had an expectation of privacy.

65. The Defendants' broad and ongoing demands for information are unreasonable, and violate Mr. Berrada and BPM's rights under the Wisconsin Constitution and the Constitution of the United States.

66. Because of the Defendants' unreasonable search, Mr. Berrada and BPM suffered damages.

**CLAIM III: VIOLATION OF EQUAL PROTECTION GUARANTEED IN 14TH
AMENDMENT OF THE U.S. CONSTITUTION AND ARTICLE 1, SECTION 1 OF THE
WISCONSIN CONSTITUTION.**

67. Mr. Berrada and BPM reallege and incorporates by reference as if fully set forth herein the allegations contained in paragraphs 1 through 52

68. Mr. Berrada was born in Morocco and immigrated to the United States.

69. Upon information and belief, the Agencies relied on a series of newspaper articles as a basis of their investigation. The initial article, published on July 13, 2018 by the Milwaukee Journal Sentinel, initially describes Mr. Berrada only as “a native of Morocco.”

70. Although the Defendants are aware that Mr. Berrada’s preferred first name is Joe, they continue to refer to him as “Youssef” or “Youssef ‘Joe’” Berrada.

71. Several of the Defendants’ inquiries focused on Mr. Berrada personally.

72. Defendants repeatedly and without reason asked about the details of Mr. Berrada’s role in BPM despite Mr. Berrada providing that information under oath in his first response to the CIDs.

73. The Defendants’ inquiries have now expanded to include members of Mr. Berrada’s immediate family and their businesses.

74. The number of total complaints filed against BPM in the last several years equals a very small fraction of a percent of the total BPM tenancy (less than .001 percent).

75. BPM is unaware of any other landlord being investigated by the Agencies with such vigor, particularly with such a small proportion of tenants filing complaints.

76. BPM is unaware of whether DATCP/DOJ is investigating any other business as it relates to alleged Safer at Home Order Violations. DATCP/DOJ lack jurisdiction to enforce the Safer at Home Order.

77. Upon information and belief, the Defendants' will continue to demand personal information related to Mr. Berrada and his family members, to which they are not entitled. Upon information and belief, Defendants' treatment of Mr. Berrada is motivated, at least in part, by his race, in violation of the equal protection guarantee by the Wisconsin Constitution and the Constitution of the United States.

PRAYER FOR RELIEF

WHEREFORE, BPM and Mr. Berrada requests that this Court enter an order as follows:

78. Finding that Defendants' violated BPM's right to due process guaranteed in Article 1, Section 1 of the Wisconsin Constitution and the 14th Amendment of the Constitution of the United States;

79. Finding that Defendants violated BPM's right to be free from unreasonable government searches guaranteed in Article 1, Section 11 of the Wisconsin Constitution and the 4th Amendment of the Constitution of the United States;

80. Finding that Defendants' treatment of Mr. Berrada violates the equal protection guarantee set forth in Article 1, Section 1 of the Wisconsin Constitution and the 14th Amendment of the Constitution of the United States;

81. Quashing both CIDs served by Defendants on May 19th, 2020 as beyond the scope of the Defendants' authority;

82. Prohibiting Defendants from using documents and information obtained through their unlawful search in any action against BPM or Mr. Berrada;

83. Enter an order awarding BPM and Mr. Berrada their reasonable costs and fees allowed by law;

84. Enter an order granting BPM and Mr. Berrada such other relief as the Court deems appropriate.

Dated this 13th day of November, 2020.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965

s/ Jessica H. Polakowski
Jessica H. Polakowski
State Bar ID No. 1061368
Delanie Breuer
State Bar ID No. 1085023
*Attorneys for Plaintiffs Berrada Properties
Management Inc. and Youssef Berrada*

Exhibit 1

Landlord Tenant Complaint

Your Information

Phone me between 8-4 at

Best time to call

Information about the person or business your complaint is against:

Respondent Type	Management Company
Business Name	Berrada Properties
Address Line 1	PO Box 241191
City	Milwaukee
State	WI
Zip	53224-9028
Business Phone	(262) 236-0368
Email	info@berradaproperties.com
Website	berradaproperties.com

Name of the person you talked to

Title of the person you talked to

Your Complaint

On the evening of April 21, 2020, a notice was distributed to tenants of Berrada's 84th Street properties, notifying them that management will enter units to change windows. Under the Safer at Home order, "landlords or rental property managers shall avoid entering leased residential premises unless emergency maintenance is required." Replacing windows is not an emergency. This is optional/aesthetic construction, which the State's order directs companies to avoid. Workers are not exercising basic precautions to protect their safety or the safety of tenants. (No gloves, masks, sanitizer, etc). Entering units risks the health and safety of tenants and workers during the COVID-19 pandemic.

Rental Property Information

Apartment or building name	Beaver Creek Apartments
Rental property address (with apartment number if applicable)*	Multiple Units
Rental property city*	Milwaukee
Rental property state*	WI
Rental property zip code*	53225
Rental property county*	Milwaukee County

Information About Your Complaint

Details about the Incident

Which of the following best describes your first contact with the business?*

Other

If other, describe the other method of contact. Current and Former Tenants

If printed ad, when was it printed?

If printed ad, where was it printed?

How old is the person who had contact with the business?

Did you sign a written rental agreement or lease?

Were you provided with a copy of the agreement or lease?

If yes, when did you receive it?

Date lease began

Date lease ended

Date you moved in

Date you moved out

Did you receive a check-in list?

Did you receive a check-out list?

Before you agreed to rent, were you promised repairs?

Were the promises to make repairs in writing?

Were the repairs completed?

Were the repairs completed by a specified date?

Has the building been inspected by a building inspector?

Has a building inspector ordered the landlord to make repairs?

Date?

What repairs?

Name of building inspector

Did you notify the landlord you planned to move?

Date notified

How did you notify the landlord you planned to move?

Security deposit paid

Date security deposit paid

Amount returned

Date security deposit returned

Amount withheld

Did you get a written statement accounting for the amounts withheld?

Date written statement received

If mailed, date it was postmarked

Did the landlord or an employee enter without giving a 12-hour notice?

If yes, date:

Have you received a written eviction notice?

Date of eviction

Reason for eviction

How do you feel this complaint should be resolved?*

They need to stop any non-emergency work until the end of the order and properly equip their staff to prevent potential spread of COVID-19 in their properties. Please note that this notice was addressed to 6271, 6271A, 6275, 6275A, 6279, 6279A, 6301, 6301A, 6305, 6305A, 6309, 6309A, 6313, 6313A, 6317, 6317A, 6321, and 6321A. All addresses are on 84th Street, Milwaukee WI 53225.

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Title of the person you talked to

Your Complaint

Berrada properties is engaging in optional/aesthetic construction and asking tenants if they can enter units to replace windows and doors in direct conflict with provisions of the State's Safer at Home order. These renovations are needlessly disruptive, loud, messy, and dangerous. Tenants view this work as an intimidation tactic to force them out. Berrada has a documented history of engaging in similar highly disruptive renovations. This week, workers began pounding on exterior walls to install siding as early as 6:30AM. On April 22nd, workers removed sidewalks and left boulders in parking spots, which tenants pay to use. Workers created a dangerous environment, leaving sharp nails, wood, broken windows, and other construction materials strewn about the property. These piles were left sitting for multiple days. Multiple tenants told workers that they did consent to workers entering their units to install doors and windows, particularly because of concerns about COVID-19 exposure. Workers do not appear to be regularly washing their hands or using sanitizer. It is unlikely that workers are changing gloves or cleaning their gloves, when they move between units, raising concerns of cross-contamination. Workers are not wearing face coverings to prevent asymptomatic spread of COVID-19. Two tenants posted signs on their doors to convey their non-consent to non-emergency maintenance. Berrada, his attorney, and the Milwaukee City Attorney's Office discussed issues with workers attempting to enter units. Berrada allegedly agreed to stop asking tenants for entry into units on April 22nd. In the morning of April 23rd, tenants were again approached by workers, asking to install windows and doors. Tenants have a right to refuse entry into their units. Tenants feel harassed and bullied by workers. Workers have been spotted laughing at tenants, as they struggle to work around the renovations. One worker filmed or photographed a tenant, as the tenant stood in their doorway. On April 23rd, workers poured concrete. Units only have one entrance/exit. Workers did not provide a means to safely enter or exit. Milwaukee Police Department (MPD) and Dept of Neighborhood Services (DNS) visited the property. (MPD came twice on April 23rd.) DNS apparently issued orders to clean up.

Police asked workers to put down narrow sections of wood, so tenants could cross the concrete. 2 MPD District 4 officers were present on April 23rd, when a child tripped on the concrete construction materials and fell. The child was taken for medical treatment and was diagnosed with a contusion of the right knee. Berrada's office was called on April 23rd to request installation of "bridges" across the poured concrete to enable tenants' access to units. A Berrada employee immediately hung up the phone without providing a response.

Rental Property Information

Apartment or building name	Beaver Creek Apartments
Rental property address (with apartment number if applicable)*	Multiple Units
Rental property city*	Milwaukee
Rental property state*	WI
Rental property zip code*	53225
Rental property county*	Milwaukee

Information About Your Complaint

Details about the Incident

Which of the following best describes your first contact with the business?*	Other
If other, describe the other method of contact.	Contact with Current and Former Tenants
If printed ad, when was it printed?	
If printed ad, where was it printed?	
How old is the person who had contact with the business?	
Did you sign a written rental agreement or lease?	
Were you provided with a copy of the agreement or lease?	
If yes, when did you receive it?	
Date lease began	
Date lease ended	
Date you moved in	
Date you moved out	
Did you receive a check-in list?	
Did you receive a check-out list?	
Before you agreed to rent, were you promised repairs?	
Were the promises to make repairs in writing?	
Were the repairs completed?	
Were the repairs completed by a specified date?	
Has the building been inspected by a building inspector?	Yes

Has a building inspector ordered the landlord to make repairs?

Date?

What repairs?

Name of building inspector

Carmen Plumber Johnson

Did you notify the landlord you planned to move?

Date notified

How did you notify the landlord you planned to move?

Security deposit paid

Date security deposit paid

Amount returned

Date security deposit returned

Amount withheld

Did you get a written statement accounting for the amounts withheld?

Date written statement received

If mailed, date it was postmarked

Did the landlord or an employee enter without giving a 12-hour notice?

If yes, date:

Have you received a written eviction notice?

Date of eviction

Reason for eviction

How do you feel this complaint should be resolved?*

Berrada must: Stop doing optional/aesthetic work during the order. Stop asking tenants to enter their units during the order. Stop repeatedly approaching tenants for consent to enter, when they have already refused. Perform renovations in a way that minimally disrupts residents and provides safeguards from the hazards of construction. (Pouring concrete without accounting for how people will get in and out of their homes is a reckless, inexcusable oversight.) Perform repairs at a reasonable hour. Do not prevent tenants from accessing their units or building amenities, particularly when they've paid for them (e.g. parking). Clean up construction materials in an ongoing fashion, so they are not lying around and creating hazards. Implement safeguards for workers and tenants to minimize spread of COVID-19 (change gloves, clean hands,

Exhibit 2



State of Wisconsin

Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection

April 29, 2020

Berrada Properties Management Inc.
PO Box 241191
Milwaukee, WI 53224-9028

Sent via email
jb@berradaproperties.com

Dear Youssef Berrada:

Governor Evers declared a State of Emergency in Wisconsin related to the COVID-19 pandemic and issued Executive Order #72 on March 12, 2020, which is effective until May 11, 2020. Under the authority of Wis. Stat. § 252.02(3) and (6), and the powers vested in her by Executive Order #72, and at the direction of Governor Evers, Andrea Palm, Secretary-designee of the Wisconsin Department of Health Services, issued Emergency Order #12, the Safer at Home Order, on March 24, 2020, which is effective until 8:00 a.m. on April 24, 2020. In part, ¶ 3 of that order provides, "Landlords or rental property managers shall avoid entering leased residential premises unless emergency maintenance is required." Commencing at 8:00 a.m. on April 24, 2020 and until 8:00 a.m. on May 26, 2020, that very same language will be in effect pursuant to ¶ 3 of Emergency Order #28 issued by Secretary-designee Palm on April 24, 2020. Therefore, until 8:00 a.m. on May 26, 2020, Emergency Order #12 and Emergency Order #28 permit entry to leased residential premises only for emergency maintenance.

The Department of Agriculture, Trade and Consumer Protection (the Department) has received three complaints concerning apartment entries by your business during the COVID-19 pandemic. These complaints allege you are entering apartments to replace windows and doors.

Complainants allege that your company posted two notices stating:

Management will be coming to replace your apartment door. If you can't be home at the above date and time [April 21, 2020 – April 24, 2020], we will use a key to enter. No exceptions.

Management will be coming to change windows in your apartment. You must remove all window coverings and move furniture away from walls leave 1 foot clearance minimum. We will not be responsible for any damaged items not removed. No exceptions. If you can't be home at the above date and time [April 22, 2020 – May 1, 2020], we will use a key to enter. No exceptions.

The Department considers that any such entry will be an illegal entry contrary to Emergency Order #12 and Wis. Adm. Code § ATCP 134.09(2). The Department believes that under Emergency Order #12 and Emergency Order #28, the replacement of doors and windows does not constitute required emergency maintenance and could cause unnecessary health risks to Wisconsin tenants. Furthermore, it is unreasonable to demand all tenants provide such access to their apartments with no exceptions during a public health emergency. In other words, during

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a public health emergency, there are no "reasonable times" under ATCP 134.09(2) to enter a tenant's apartment absent an actual emergency that justifies the particular entry.

Violations of Emergency Order #12 and Emergency Order #28 can result in criminal prosecution by local law enforcement. Violations of Wis. Adm. Code ch. ATCP 134 can result in civil or criminal prosecution by the State of Wisconsin. Copies of Wisconsin rules, statutes, and Emergency Orders are available on the Wisconsin State Legislature website: <https://legis.wisconsin.gov/>. The complaints filed with the department are included for reference.

Within 48 hours, please send a reply via email describing the specific actions you have taken to address the Department's concerns and to ensure that unreasonable and nonemergency entries into tenants' living areas do not occur during the remainder of this public health emergency. In addition, provide a description of the safety precautions, including the use of personal protective equipment, which will be used by persons authorized by you to enter tenant's living area due to an emergency. Attach any documents that you think are relevant in supporting or explaining your position. Be sure to include a statement of your position concerning the resolution of the complaints and compliance with ATCP 134 and the Emergency Orders. Your written response will assist the Department in making an enforcement decision. In addition, your response will document your side of the story and be included in the Department's records.

Thank you for your cooperation and prompt response. If you have any questions regarding compliance please contact me at the email address below.

Sincerely,



Nicole Raisbeck
Chief-Mediation and Enforcement Section
Bureau of Consumer Protection
Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Dr.
Madison, WI 53718
608-224-4991
nicole.raisbeck@wisconsin.gov

Enc.: Emergency Order #12

Emergency Order #28

Three Berrada complaints related to COVID-19

Exhibit 3

Delanie Breuer

From: Dan Conway <Dconway@conwayjosetti.com>
Sent: Friday, May 1, 2020 3:05 PM
To: Raisbeck, Nicole A - DATCP
Subject: RE: Berrada Properties Management, Inc. - Your letter of 4/29/20

Dear Ms. Raisbeck:

Thank you for taking the time to confer with me yesterday.

This letter is the response of Berrada Properties Management, Inc. (hereafter "Berrada") to your letter of April 29, 2020. Pursuant to your letter, a response is required by 3:08 p.m. today which is 48 hours from the email delivering your letter. Noting the short time between the inquiry and required response is short, Berrada does reserve the right to supplement its response.

This response shall also serve as the response to Brian Kolb's letters of April 22, 2020 and April 27, 2020 which stated that the responses to those letters were required by May 6, 2020 and May 7, 2020 respectively.

It is Berrada's position that the replacement of the windows at Beaver Creek Apartments was necessary and permitted under the Safer at Home Orders. Berrada is covered under ¶13 of the Order as an Essential Business and Operation and is included in the CISA List referenced in ¶13(a.). The Advisory Memorandum on Identification of Essential Critical Infrastructure Workers During Covid-19 Response under Residential/Shelter Facilities and Services lists workers performing housing construction related activities to ensure additional units can be made available to combat the nation's existing housing supply shortage. The replacement of windows on this building was not optional or aesthetic. It was and remain to be emergency maintenance.

The windows are almost 55 years old, well beyond their expected life. There is evidence of active window leaks that have led to structural damage to the building and Berrada has received tenant complaints concerning the condition of the windows. In addition to structural damage, the leaking raises concerns about the condition leading to mold, a danger to tenants. Therefore, Berrada would like to be able to safely continue its window replacement.

The notices that you reference in your letter should not have been posted or distributed during a public health emergency. Beaver Creek tenants who previously agreed to allow the company inside their units to replace their windows have now been notified that work will not go forward at this time.

It is Berrada's sincere desire to work collaboratively with DATCP such that it remains in compliance with the Stay at Home Order, while at the same time providing its tenants with a safe and weathertight apartment. To that end, we note the following:

A. Berrada has instructed its employees and contractors that no work is to be done inside any occupied unit unless it involves emergency maintenance or could result in unnecessary health risks to the tenants. Therefore, no work is proceeding inside occupied units at this time.

B. If work in an occupied unit is required, because of an emergency, Berrada will employ the following methods:

1. To the greatest extent feasible, workers will maintain at least six feet between all individuals on the premises, including both employees and tenants.

2. The number of workers present on premises will be restricted to no more than is strictly necessary to perform the necessary work.
3. Work will proceed only with the tenant's express permission and following a confirmation that no occupant has concerns about workers entering the unit; and only after the tenant confirms that:
 - a. no occupant of the unit has been sick or quarantined;
 - b. no occupant of the unit has been in close contact or exposed to someone with COVID-19 in the last 14 days, and;
 - c. that all occupants will be able to keep the CDC recommended 6-foot separation.
4. Any worker providing services within an occupied unit will, at all times, wear a face covering.

Thank you for your consideration to this response. We look forward to working with you going forward to fully address the Department's concerns.

Daniel C. Conway
Conway & Josetti, LLC
13555 Bishops Court Ste 230
Brookfield, WI 53005
414-539-2600; 414-446-3531 (fax)

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From: Raisbeck, Nicole A - DATCP <Nicole.Raisbeck@wisconsin.gov>
Sent: Thursday, April 30, 2020 1:04 PM
To: Dan Conway <Dconway@conwayjosetti.com>
Cc: LaZotte, Paul G - DATCP <paul.lazotte@wisconsin.gov>
Subject: RE: Berrada Properties Management, Inc. - Your letter of 4/29/20

Thanks, Dan.

Does 1:30 p.m. work for you?

Thanks,

Nicole Raisbeck
Chief-Mediation and Enforcement Section
Bureau of Consumer Protection
Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Dr.
Madison, WI 53718
608-224-4991
nicole.raisbeck@wisconsin.gov

Please complete this [brief survey](#) to help us improve our customer service. Thank you for your feedback!



From: Dan Conway <Dconway@conwayjosetti.com>
Sent: Thursday, April 30, 2020 1:00 PM
To: Raisbeck, Nicole A - DATCP <Nicole.Raisbeck@wisconsin.gov>
Cc: LaZotte, Paul G - DATCP <paul.lazotte@wisconsin.gov>
Subject: RE: Berrada Properties Management, Inc. - Your letter of 4/29/20

Nicole:

Thank you for your reply.

How early can you confer this afternoon? I have something on my plate today that will take about 2hrs. and I would prefer to deal with this before I get on that. I am available now.

Daniel C. Conway
Conway & Josetti, LLC
13555 Bishops Court Ste 230
Brookfield, WI 53005
414-539-2600; 414-446-3531 (fax)

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From: Raisbeck, Nicole A - DATCP <Nicole.Raisbeck@wisconsin.gov>
Sent: Thursday, April 30, 2020 12:25 PM
To: Dan Conway <Dconway@conwayjosetti.com>
Cc: LaZotte, Paul G - DATCP <paul.lazotte@wisconsin.gov>
Subject: RE: Berrada Properties Management, Inc. - Your letter of 4/29/20

Thank you Dan for your email.

Do you have time this afternoon to discuss your email below?

If so, please advise what time works best for you and I will set up an conference line.

Thanks,

Nicole Raisbeck
Chief-Mediation and Enforcement Section
Bureau of Consumer Protection
Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Dr.
Madison, WI 53718

608-224-4991

nicole.raisbeck@wisconsin.gov

Please complete this [brief survey](#) to help us improve our customer service. Thank you for your feedback!



From: Dan Conway <Dconway@conwayjosetti.com>

Sent: Thursday, April 30, 2020 11:00 AM

To: Raisbeck, Nicole A - DATCP <Nicole.Raisbeck@wisconsin.gov>

Subject: Berrada Properties Management, Inc. - Your letter of 4/29/20

Nicole:

Thank you for returning my call, sorry I missed it. I was on the other line.

I am working with Berrada Properties Management (hereafter "Berrada") to respond to your letter and the letters from Brian Kolb which deal with the Beaver Apartments. The intent for my call is:

1. Introduce myself and advise you that I am working with Berrada regarding their response to the Department, that Berrada wants to take action to resolve this matter in a manner acceptable to your Department.
2. To advise you that:
 - a. the notice that you reference in your letter should not have been posted or distributed. It was an old document which was used and the form has now been changed in the system;
 - b. No Berrada worker entered any Beaver Creek apartment without permission;
 - c. Berrada has instructed its employees and contractors that no work is to be done inside any occupied unit unless it involves emergency maintenance or could result in unnecessary health risks to the tenants. There are Beaver Creek tenants who have agreed to allow the company inside their units to replace their windows and are expecting the work to proceed. They are being notified that the work will not go forward at this time;
3. I am confused about the deadline for responding. The first complaint response is due 5/6/20 per Brian Kolb's letter. The second complaint's response is due 5/7/20 per Brian Kolb's letter. Your letter states the response is due by 3:08 pm tomorrow.
4. To discuss that we believe that we believe the replacement of the windows of these units is necessary and permitted under the Safer at Home Orders and to discuss the possibility of reaching an agreed plan with the Department for moving forward with replacement. We would propose that such work would proceed only with the tenant's express permission and confirmation that no occupant has concerns about workers entering the unit; and only after the tenant confirms that: no occupant of the unit has been sick or quarantined, no occupant of the unit has been in close contact or exposed to someone with COVID-19 in the last 14 days, and that all occupants will be able to keep the CDC recommended 6-foot separation.

I hope this email gives you what you were looking for. I look forward to discussing this matter with you to reach a resolution satisfactory to the Department.

Daniel C. Conway
Conway & Josetti, LLC
13555 Bishops Court Ste 230

Brookfield, WI 53005
414-539-2600; 414-446-3531 (fax)

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Exhibit 4



State of Wisconsin

Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection

May 7, 2020

Daniel C. Conway
Conway & Josetti, LLC
13555 Bishops Court Suite 230
Brookfield, WI

Sent via email
Dconway@conwayjosetti.com

RE: Berrada Properties, Inc.

Dear Attorney Conway:

The Department of Agriculture, Trade and Consumer Protection (the Department) received your May 1, 2020 response to its April 29, 2020 request for information regarding alleged unreasonable and nonemergency entries into tenants' living areas during this public health emergency. In your response, you assert that Youssef Berrada's recent replacement of windows in multi-unit apartment buildings was legal because that work falls within the definition of "Essential Businesses and Operations" under ¶13.a. in Emergency Order #12 and ¶13.a. in Emergency Order #28, the Safer at Home Orders. Based upon what we know, the Department disagrees.

Under ¶ 3 of the Safer at Home Orders, landlords and rental property managers are prohibited from entering leased residential premises unless emergency maintenance is required. Nothing in the Safer at Home Orders provides for any exceptions to that specific prohibition. Replacing a broken window or replacing a broken entry door in a particular apartment unit may qualify as required emergency maintenance, but the routine replacement of all windows and all doors throughout several apartment buildings likely does not. In your May 1, 2020 response, you wrote that Berrada Properties received tenant complaints regarding the condition of the windows. The Department requests copies of those tenant complaints that raise the replacement of the doors and windows to the level of an emergency repair.

With respect to Version 3.0 (April 17, 2020) of the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA), COVID-19 memorandum, which is the most recent version, the "residential/shelter facilities and services" section set forth at page 19 contains no language approving the indiscriminate, building-wide replacement of every window and every door throughout an entire already existing apartment building. Instead, that section only approves of new housing construction and responding to maintenance "situations requiring immediate attention."

The Department continues to believe that entry into any tenant's apartment for non-emergency maintenance while the Safer at Home Orders remain in effect violates Wis. Adm. Code § ATPC 134.09(2). Given the danger posed by such entries during the COVID-19 public health emergency, there is no "reasonable times" during which a landlord may make a non-emergency entry to a tenant's apartment, especially when that apartment is home for an elderly person or a person with pre-existing health concerns.

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May 7, 2020

Attorney Daniel C. Conway

Re: Berrada Properties Management, Inc.

Page 2 of 2

Your response stated that Berrada has instructed its employees and contractors that no work is to be done inside any occupied unit unless it involves emergency maintenance. You also agreed to comply with proper social distancing guidelines when performing emergency maintenance within occupied units. Thank you for your attention to this matter. If you have any questions regarding this letter, please contact me at the email address below.

Sincerely,

A handwritten signature in black ink that reads "Nicole Raisbeck". The signature is written in a cursive, flowing style.

Nicole Raisbeck
Chief-Mediation and Enforcement Section
Bureau of Consumer Protection
Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Dr.
Madison, WI 53718
608-224-4991
nicole.raisbeck@wisconsin.gov

Exhibit 5

**STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
POST OFFICE BOX 8911
MADISON, WI 53708-8911**

In the Matter of: Youssef “Joe” Berrada, Berrada Properties Management, Inc. Respondents.	CIVIL INVESTIGATIVE DEMAND Docket No. 20-S-120A
--	--

To: Youssef “Joe” Berrada
PO Box 241191
Milwaukee, WI 53224-9028

Served by Registered Mail

Cc: Attorney Daniel C. Conway
Conway & Josetti, LLC
13555 Bishops Court Ste 230
Brookfield, WI 53005

Sent electronically and by U.S. Mail
Dconway@conwayjosetti.com

Pursuant to Wis. Stat. §§ 93.15 and 100.18(11)(c)1., you are hereby required on or before **Friday, June 19, 2020**, to provide to:

**Valerie Schmidt, Investigator
Wisconsin Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Drive
Madison, Wisconsin 53708-8911
Tele: (608) 224-4955
Fax: (608) 224-4677
Valerie.Schmidt@wisconsin.gov**

the following records, reports and answers **under oath** (see INSTRUCTIONS, para. 2) to serve as evidence in the preliminary investigation of possible violations of Wis. Stat. § 100.20 Methods of competition and trade practices and Wis. Admin. Code chs. ATPC 134 Residential rental practices.

Issued this 19th day of May 2020

State of Wisconsin

Department of Agriculture, Trade and Consumer Protection

By: 
Paul G. LaZotte
Assistant Legal Counsel

DEFINITIONS

1. “You” and “your” means Youseff “Joe” Berrada, and all present and former natural persons and entities acting or purporting to act on behalf of any of the above, as well as any predecessor, successor, affiliate, subsidiary, or any other entity owned or controlled by the person listed above.

2. “Rental property” means any property where a dwelling unit or units, as defined by Wis. Admin. Code § ATPC 134.02(2), are rented or are available to rent.

3. “Rental agreement” shall have the meaning given by Wis. Stat. § 704.01(3m) and includes any related documents that set forth any term of the tenancy, including but not limited to non-standard rental provisions, addendums, rules, regulations, and policies.

4. “Tenant” shall have the meaning given in Wis. Admin. Code § ATPC 134.02(12).

5. “Tenancy” shall have the meaning given in Wis. Admin. Code § ATPC 134.02(13).

6. “Notice to terminate tenancy” includes, but is not limited to, notices pursuant to Wis. Stat. §§ 704.17 and 704.19.

7. “Landlord” shall have the meaning given in Wis. Admin. Code § ATPC 134.02(5).

8. “Managing” a rental property or rental properties shall have its common meaning which includes, but is not limited to, renting units, billing tenants; evictions; and handling maintenance, repairs, renovations, or improvements.

9. “Identify” means to give a reasonable, detailed description thereof. When referring to a person, it includes providing a present or last known address, telephone number, and, if previously or presently employed by you, it includes providing his or her title or position, any certification or specialized training held by the person, the address at which he or she was employed, the date he or she was hired and the date he or she left employment, if applicable.

10. “Including” means “including but not limited to.”

11. “Records” or “documents” shall mean all written, printed, typed, electronic, recorded or graphic matter, photographic matter, sound reproductions, computer files, tapes, inputs or outputs, however, produced or reproduced or in any other matter from which information may be obtained, and drafts, non-identical copies, file folders and jackets in which the documents are contained. Non-identical copies refer to reproductions of the original document which have notations, markings, comments, or other material not appearing in the original. **Records sent to DATCP shall be sent in one of the following methods:** hardcopy via Certified Mail using the United States Postal Service; via email to the Investigator’s email address, in either a PDF document or Excel Spreadsheet; or via FileZilla Client, by downloading the following link

(FileZilla Client Link) to transfer data electronically to DATCP. If your method of record delivery will utilize FileZilla Client, you will need to contact the Investigator via email for additional set-up instructions, as well as the password needed, to transmit the data. DATCP will not accept records which are stored on CD, or DVD, or USB Flash Drive.

INSTRUCTIONS

1. Unless otherwise stated, the scope of this Civil Investigative Demand (CID) relates to all actions or omissions of action relating to Wisconsin consumers from **January 1, 2015 to present**.

2. Your responses to the CID shall be provided along with a sworn certificate of the person(s) responsible for compiling the responses. The certificate must state that the records, answers and reports represent a complete, truthful and accurate response to the CID. The certificate must also authenticate all records provided in response to the CID. A sample of the required certificate is attached to this CID.

3. You must provide all responsive records and documents that you own, possess or have custody of, plus all other responsive documents that you can obtain from any person or public or private entity reasonably available to you.

4. If the requested information is stored in electronic form, on computers or otherwise, you are directed either to produce the raw data along with codes and programs necessary for translating it into usable form by the Wisconsin Department of Agriculture, Trade and Consumer Protection, or to produce the information in a finished usable form. In either case, you must include all necessary glossaries, keys, indices, and software necessary for interpretation of the material. For any computer-based Internet advertisement, including pop-up advertisements, you are directed either to produce the data, codes, and programs necessary to view the advertisement in the same manner, size, and for the same duration as it was originally displayed, or to produce a video capture of the advertisement, which reveals the manner, size, and duration of the advertisement as it was displayed to a consumer. If any responsive document is available in electronic format, the document shall be provided in electronic format in addition to hard copy.

5. If any responsive document was, but no longer is, in your possession, custody or control, produce a description of each such document. The description shall include the following:

- a. the name of each author, sender, creator, and initiator of such document;
- b. the name of each recipient, addressee, or party for whom such document was intended;
- c. the date the document was created;
- d. the date(s) the document was in use;
- e. a detailed description of the content of the document;
- f. the reason it is no longer in your possession, custody or control; and
- g. the document's present whereabouts.

If the document is no longer in existence, in addition to providing the information indicated above, state on whose instructions the document was destroyed or otherwise disposed of, and the date and manner of the disposal.

6. If any responsive document is withheld under any claim of privilege, provide the following information for each document that you have withheld:
 - a. the name of each author, writer, sender, creator, or initiator of such document;
 - b. the name of each recipient, addressee, or party for whom such document was intended;
 - c. the date of such document, or an estimate thereof if no date appears on the document;
 - d. the general subject matter of the document; and
 - e. the claimed grounds for withholding the document, including, but not limited to, the nature of any claimed privilege and grounds in support thereof.

DEMAND FOR REPORTS, ANSWERS, AND RECORDS

Definitions provided above apply to the following demand. For the time period January 1, 2015 to the present, unless otherwise stated:

1. Identify all persons answering or supplying information used in responding to this Civil Investigative Demand.
2. Identify by address all rental properties in Wisconsin you own. For each address you identified, identify and provide the following:
 - a. the number of dwelling units in the rental property;
 - b. your role, if any, in managing the rental properties including, but not limited to, renting units; billing tenants; evictions; and handling maintenance, repairs, or improvements;
 - c. if you do not have a role in managing the property, the name of the person or entity that manages the rental properties;
 - d. a copy of any agreement between you and any property management company or person to manage the properties;
 - e. an exemplar copy of all standard rental agreements used for the rental property since January 1, 2015.
3. Identify each Limited Liability Company, corporation, S-Corporation, partnership, limited liability partnership, or any other legal entity that you own or control that owns rental properties in Wisconsin. For each entity identified, identify and provide the following:
 - a. your ownership percentage in the entity;
 - b. all positions and titles you hold in the entity;
 - c. the state in which the entity was organized;
 - d. a copy of the most recent annual report filed with the Wisconsin Department of Financial Institutions;
 - e. the addresses for all rental properties each entity owns;
 - f. your role, if any, in managing the rental properties owned by the entity including, but not limited to, renting apartments; billing tenants; evictions; and handling maintenance, repairs, or improvements;
 - g. if you do not have a role in managing the property, the name of the person or entity that manages the rental properties;
 - h. a copy of any agreement between the entity and any property management company or person to manage the properties;
 - i. all stock holders, board directors, officers, members, managers, partners, and employees of the entity, identifying each person by full name, roles, address, email address, and phone number;
 - j. an exemplar copy of all standard rental agreements used by the entity since January 1, 2015.

4. Identify all rental properties in Wisconsin that you purchased since 2015. For each address you identified, identify and provide the following:
 - a. the date the rental property was purchased;
 - b. the person or entity the property was purchased from, including whether the property was purchased through foreclosure; and
 - c. if you are not the current owner of the property, the name of the entity that ownership was transferred to and the date of the transfer.
5. Identify all rental properties in Wisconsin that a legal entity you have control over purchased since 2015. For each address you identified, identify and provide the following:
 - a. the name of the entity that purchased the rental property;
 - b. the date the property was purchased; and
 - c. the person or entity the property was purchased from, including whether the property was purchased through a foreclosure sale.
6. Identify all rental properties in Wisconsin that you have entered into an agreement to purchase but have not yet recorded an ownership interest with the Register of Deeds. For each address you identified, identify and provide the person or entity that the property will be purchased from, including whether the property will be purchased through a foreclosure sale.
7. Identify all rental properties in Wisconsin that a legal entity you have control over has an agreement to purchase but has not yet recorded an ownership interest with the Register of Deeds. For each address you identify, identify and provide:
 - a. The person or entity that the property will be purchased from, including whether the property will be purchased through a foreclosure sale; and
 - b. The name of the entity that has agreed to purchase the property.
8. Identify your ownership percentage and any positions or titles you hold in Berrada Properties Management, Inc.
9. Describe your duties and responsibility in the operations of Berrada Properties Management, Inc.
10. For rental properties owned by you or entities you have control over, identify and provide exemplar copies of notices provided to tenants since January 1, 2019, regarding a change in ownership.

SEVERABILITY

If any portion, provision, or part of this CID is held to be invalid, unenforceable or void for any reason whatsoever, that portion shall be severed from the remaining portions.

COMPLIANCE

The requirements for your compliance with this CID, including the date, or the manner of delivery of documents, may be amended upon agreement with Investigator Valerie Schmidt. Specifically, you may contact Investigator Schmidt at (608) 224-4955.

Compliance with this CID does not relieve you from complying with any other requirement imposed by any other subpoena or CID duly served by the Department of Agriculture, Trade and Consumer Protection or any other governmental agency and failure to comply may result in court action against you.

Failure to produce a record, answer or report as required by these demands may be punishable by a fine of up to \$5,000 or imprisonment up to one year or both, pursuant to Wis. Stat. § 93.21.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (Print Name), a resident of _____ (Print County) County, State of _____ (Print State) personally appearing before the Notary Public identified below, states upon oath and affirmation of belief and personal knowledge that the enclosed records, reports and answers represent a complete, truthful and accurate response to the Civil Investigative Demand, Docket No. 20-S-120A, to the best of my knowledge.

SIGNATURE OF AFFIANT

SWORN to and subscribed before me, this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Exhibit 6

**STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
POST OFFICE BOX 8911
MADISON, WI 53708-8911**

In the Matter of:

**Youssef "Joe" Berrada,
Berrada Properties Management, Inc.**

Respondent.

CIVIL INVESTIGATIVE DEMAND

Docket No. 20-S-120B

To: Berrada Properties Management, Inc.
Attn: Youssef "Joe" Berrada
PO Box 241191
Milwaukee, WI 53224-9028

Served by Registered Mail

Cc: Attorney Daniel C. Conway
Conway & Josetti, LLC
13555 Bishops Court Ste 230
Brookfield, WI 53005

Sent electronically and by U.S. Mail
Dconway@conwayjosetti.com

Pursuant to Wis. Stat. §§ 93.15 and 100.18(11)(c)1., you are hereby required on or before **Friday, June 19, 2020**, to provide to:

**Valerie Schmidt, Investigator
Wisconsin Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Drive
Madison, Wisconsin 53708-8911
Tele: (608) 224-4955
Fax: (608) 224-4677
Valerie.Schmidt@wisconsin.gov**

the following records, reports and answers **under oath** (see INSTRUCTIONS, para. 2) to serve as evidence in the preliminary investigation of possible violations of Wis. Stat. § 100.20 Methods of competition and trade practices and Wis. Admin. Code chs. ATCP 134 Residential rental practices.

Issued this 19th day of May 2020

State of Wisconsin

Department of Agriculture, Trade and Consumer Protection

By: 

Paul G. LaZotte

Assistant Legal Counsel

DEFINITIONS

1. “You” and “your” means Berrada Properties Management, Inc., and all present and former stockholders, officers, directors, representatives, employees and all agents and properties. The terms also include all natural persons and entities acting or purporting to act on behalf of any of the above, as well as any predecessor, successor, affiliate, subsidiary, or any other entity owned or controlled by the persons and entities listed above.
2. “Rental property” means any property where a dwelling unit or units, as defined by Wis. Admin. Code § ATPC 134.02(2), are rented or are available to rent.
3. “Rental agreement” shall have the meaning given by Wis. Stat. § 704.01(3m) and includes any related documents that set forth any term of the tenancy, including but not limited to non-standard rental provisions, addendums, rules, regulations, and policies.
4. “Tenant” shall have the meaning given in Wis. Admin. Code § ATPC 134.02(12).
5. “Tenancy” shall have the meaning given in Wis. Admin. Code § ATPC 134.02(13).
6. “Notice to terminate tenancy” includes, but is not limited to, notices pursuant to Wis. Stats. §§ 704.17 and 704.19.
7. “Landlord” shall have the meaning given in Wis. Admin. Code § ATPC 134.02(5).
8. “Managing” a rental property or rental properties shall have its common meaning which includes, but is not limited to, renting units, billing tenants; evictions; and handling maintenance, repairs, renovations, or improvements.
9. “Custer Heights Apartment Complex” shall mean the multiple-building complex located just north of Timmerman Airport that was the subject of the April 20, 2020, article in the Milwaukee Journal Sentinel by Cary Spivak, “Workers at a Property Management Company failed to Wear Masks Despite COVID-19 Crisis, Upsetting Some Tenants,” available at <https://www.jsonline.com/story/news/investigations/2020/04/20/workers-not-wearing-masks-sparks-tenant-concerns-apartment-complex/5139407002/>.
10. “Beaver Creek Apartment Complex” shall mean all of the following Milwaukee addresses: 6271 N. 84th St., 6271A N. 84th St., 6275 N. 84th St., 6275A N. 84th St., 6279 N. 84th St., 6279A N. 84th St., 6301 N. 84th St., 6301A N. 84th St., 6305 N. 84th St., 6305A N. 84th St., 6309 N. 84th St., 6309A N. 84th St., 6313 N. 84th St., 6313A N. 84th St., 6317 N. 84th St., 6317A N. 84th St., 6321 N. 84th St., 6321A N. 84th St., 53225.
11. “Identify” means to give a reasonable, detailed description thereof. When referring to a person, in addition to full name, it includes providing a present or last known address, telephone number, and, if previously or presently employed by you, it includes providing his or her title or position, any certification or specialized training held by the person, the address at

which he or she was employed, the date he or she was hired and the date he or she left employment, if applicable.

12. “Including” means “including but not limited to.”

13. “Records” or “documents” shall mean all written, printed, typed, electronic, recorded or graphic matter, photographic matter, sound reproductions, computer files, tapes, inputs or outputs, however, produced or reproduced or in any other matter from which information may be obtained, and drafts, non-identical copies, file folders and jackets in which the documents are contained. Non-identical copies refer to reproductions of the original document which have notations, markings, comments, or other material not appearing in the original. **Records sent to DATCP shall be sent in one of the following methods:** hardcopy via Certified Mail using the United States Postal Service; via email to the Investigator’s email address, in either a PDF document or Excel Spreadsheet; or via FileZilla Client, by downloading the following link (**FileZilla Client Link**) to transfer data electronically to DATCP. If your method of record delivery will utilize FileZilla Client, you will need to contact the Investigator via email for additional set-up instructions, as well as the password needed, to transmit the data. DATCP will not accept records which are stored on CD, or DVD, or USB Flash Drive.

INSTRUCTIONS

1. Unless otherwise stated, the scope of this Civil Investigative Demand (CID) relates to all actions or omissions of action relating to Wisconsin consumers from **January 1, 2015 to the present**.

2. Your responses to the CID shall be provided along with a sworn certificate of the person(s) responsible for compiling the responses. The certificate must state that the records, answers and reports represent a complete, truthful and accurate response to the CID. The certificate must also authenticate all records provided in response to the CID. A sample of the required certificate is attached to this CID.

3. You must provide all responsive records and documents that you own, possess or have custody of, plus all other responsive documents that you can obtain from any person or public or private entity reasonably available to you.

4. If the requested information is stored in electronic form, on computers or otherwise, you are directed either to produce the raw data along with codes and programs necessary for translating it into usable form by the Wisconsin Department of Agriculture, Trade and Consumer Protection, or to produce the information in a finished usable form. In either case, you must include all necessary glossaries, keys, indices, and software necessary for interpretation of the material. For any computer-based Internet advertisement, including pop-up advertisements, you are directed either to produce the data, codes, and programs necessary to view the advertisement in the same manner, size, and for the same duration as it was originally displayed, or to produce a video capture of the advertisement, which reveals the manner, size, and duration of the advertisement as it was

displayed to a consumer. If any responsive document is available in electronic format, the document shall be provided in electronic format in addition to hard copy.

5. If any responsive document was, but no longer is, in your possession, custody or control, produce a description of each such document. The description shall include the following:
- a. the name of each author, sender, creator, and initiator of such document;
 - b. the name of each recipient, addressee, or party for whom such document was intended;
 - c. the date the document was created;
 - d. the date(s) the document was in use;
 - e. a detailed description of the content of the document;
 - f. the reason it is no longer in your possession, custody or control; and
 - g. the document's present whereabouts.

If the document is no longer in existence, in addition to providing the information indicated above, state on whose instructions the document was destroyed or otherwise disposed of, and the date and manner of the disposal.

6. If any responsive document is withheld under any claim of privilege, provide the following information for each document that you have withheld:
- a. the name of each author, writer, sender, creator, or initiator of such document;
 - b. the name of each recipient, addressee, or party for whom such document was intended;
 - c. the date of such document, or an estimate thereof if no date appears on the document;
 - d. the general subject matter of the document; and
 - e. the claimed grounds for withholding the document, including, but not limited to, the nature of any claimed privilege and grounds in support thereof.

DEMAND FOR REPORTS, ANSWERS, AND RECORDS

Definitions provided above apply to the following demand. For the time period January 1, 2015, to the present, unless otherwise stated:

1. Identify all persons answering or supplying information used in responding to this Civil Investigative Demand.
2. Identify and provide the following:
 - a. your exact legal name;
 - b. your principal place of business;
 - c. a copy of the most recent annual report you filed with the Wisconsin Department of Financial Institutions;
 - d. each stockholder and that stockholder's percentage share of ownership;
 - e. all other legal entities that you own, control, manage, operate, or any combination thereof;
 - f. addresses for all rental properties that you own in the state of Wisconsin and the number of dwelling units in each property;
 - g. addresses for all rental properties in the state of Wisconsin for which you provide management services along with the name of the owner of each property and the number of dwelling units in each property;
 - h. for all rental properties you manage but do not own, a copy of each contract to manage the rental properties; and
 - i. addresses for all rental properties in the state of Wisconsin that you have entered into an agreement to purchase but have not yet recorded an ownership interest with the Register of Deeds. For each property identified, please also identify if the property will be purchased through a foreclosure sale.
3. Identify your directors, officers, and employees. Describe the role each plays in the operation of Berrada Properties Management, Inc.
4. Provide an exemplar copy of all rental agreements drafted by you for rental properties owned or managed by you since January 1, 2015.
5. Provide an exemplar copy of all rental agreements that were transferred to you or to the owner of a rental property you managed since January 1, 2015.
6. Describe in full detail your practice and procedure for charging late rent payment fees in circumstances when a rental agreement was transferred to you or to an owner of a rental property you manage, i.e., when you take over managing a rental property with existing tenants whose rental agreement was not drafted by Berrada Properties, Inc.
7. Describe in full detail the procedures you use to ensure that you comply with the terms of rental agreements that were transferred to you or to the owner of a rental property you

manage, i.e., when you take over managing a rental property with existing tenants whose rental agreement was not drafted by Berrada Properties, Inc.

8. Attached to this Civil Investigative Demand and marked as Exhibit A is a list of 100 former tenants of apartments managed by you. For the tenants identified in Exhibit A, provide the following for their entire tenancy, including responsive information and documents that predates January 1, 2015:

- a. an itemized account of all amounts received from and charged to each tenant, also known as a tenant “ledger” or “Transaction Listing;”
- b. all rental agreements the tenant signed with you;
- c. all security deposit withholding statements of claims pursuant to Wis. Admin. Code § ATPC 134.06(4);
- d. all eviction pleadings;
- e. all stipulations to dismiss eviction actions;
- f. all Affidavits Based on Noncompliance Eviction, including Circuit Court Form SC-5400VA;
- g. all notices of balances due, including notices that state in part “Our records show you still have a balance due...”; and
- h. all notices to terminate the tenancy provided by you or the tenant.

9. Describe in full detail the procedure you use in accounting for tenant payments and charges in a tenant ledger. Include in your description an explanation of how late fees, court fees, and attorney fees are charged to tenants.

10. For all tenants who vacated a dwelling unit in a rental property owned or managed by you during any part of the 2019 or 2020 calendar years, identify and provide the following:

- a. The full name, address, email address, and telephone number of the tenant;
- b. All security deposit withholding statement of claims pursuant to Wis. Admin. Code § ATPC 134.06(4);
- c. All stipulations to dismiss eviction actions;
- d. All Affidavits Based on Noncompliance Eviction, including Circuit Court Form SC-5400VA;
- e. All notices of balances due; and
- f. All notices to terminate the tenancy provided by you or the tenant.

11. Describe in full detail your check-in procedures and your check-out procedures used for your tenants during the 2019 and 2020 calendar years. Identify and provide exemplar copies of any documents containing information related to these procedures, including any documents provided to tenants explaining the procedures, and any documents given to tenants at check-in or check-out.

12. Identify and describe the eligibility standards you use to determine if you will rent a dwelling unit to a prospective tenant.

13. Identify and describe the standard you use to determine if you will commence eviction proceedings against a tenant.

14. Describe in full detail the procedure you use to dispose of personal property left by a tenant who removes or is evicted from a rental property.

15. For the renovation work done at the Custer Heights and Beaver Creek apartment complexes in March and April 2020, identify and provide the following:

- a. a description of all work that was done;
- b. any complaints you have from tenants living in those apartment complexes about the windows, doors inside their apartment, or both;
- c. copies of documents showing the date the new windows and the new doors for apartment units were ordered;
- d. copies of documents showing which apartment units had their doors replaced;
- e. copies of documents showing which apartment units had windows replaced;
- f. copies of documents showing the dates on which the replacement work was completed;
- g. copies of documents indicating whether the individuals performing the replacement work wore personal protective equipment; and
- h. copies of the notifications Berrada Properties provided to its tenants regarding the recent suspension of the replacement of doors and windows.

16. Identify and provide exemplar copies of all notices you provided to tenants during the 2019 and 2020 calendar years regarding the following:

- a. A change in ownership of the rental property.
- b. Entry or access for repairs or renovations.
- c. Notices terminating tenancy, including 5 and 14 day notices pursuant to Wis. Stat. § 704.17(2)(a) and (b), and 28 day notices pursuant to Wis. Stat. § 704.19.
- d. Any other notice provided en masse (ie. All current tenants or all current tenants residing at a specific address).

SEVERABILITY

If any portion, provision, or part of this CID is held to be invalid, unenforceable or void for any reason whatsoever, that portion shall be severed from the remaining portions.

COMPLIANCE

The requirements for your compliance with this CID, including the date, or the manner of delivery of documents, may be amended upon agreement with Investigator Valerie Schmidt. Specifically, you may contact Investigator Schmidt at (608) 224-4955.

Compliance with this CID does not relieve you from complying with any other requirement imposed by any other subpoena or CID duly served by the Department of Agriculture, Trade and Consumer Protection or any other governmental agency and failure to comply may result in court action against you.

Failure to produce a record, answer or report as required by these demands may be punishable by a fine of up to \$5,000 or imprisonment up to one year or both, pursuant to Wis. Stat. § 93.21.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (Print Name), a resident of _____ (Print County) County, State of _____ (Print State) personally appearing before the Notary Public identified below, states upon oath and affirmation of belief and personal knowledge that the enclosed records, reports and answers represent a complete, truthful and accurate response to the Civil Investigative Demand, Docket No. 20-S-120B, to the best of my knowledge.

SIGNATURE OF AFFIANT

SWORN to and subscribed before me, this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Last	First	Berrada Properties Address	City
Adams	Roy	3917 GREEN ST APT 4	Racine
Ashley	Krueger	2471B S 44th St Apt 3	Milwaukee
Beamon	Neya	7440 N 86TH ST APT 24	Milwaukee
Bergeron	Robert	4709 W LISBON AVE #7	Milwaukee
Bernard	Brian	5304 N Teutonia Ave #3	Milwaukee
Betchkal	Derrick	2904 MOUNT PLEASANT ST #6	Racine
Black	Haveir	5469 N 91st St Apt 3	Milwaukee
Brooks	Darrell	Unknown - near 4248 N 27th St	Milwaukee
Brooks	Latrina	3431 N 67TH ST	Milwaukee
Broom	Betty	2352 N 51ST ST #2	Milwaukee
Brown	Kendra	7105 N Teutonia Ave Apt 104	Milwaukee
Burns	Ken	6840 N 60th St #103	Milwaukee
Cain	Henrietta	4948 W Hampton Ave, Apt 10	Milwaukee
Carr	Maurice	9075 N 85TH ST #108	Milwaukee
Cobb	Daughnette	7412 N 86th St	Milwaukee
Coleman	LaQuita	4114 W Good Hope Rd	Milwaukee
Cone	Mary	7800 W FOND DU LAC AVE #211	Milwaukee
Cosey	Brandy	7948 W Leon Terrace Apt 104	Milwaukee
Cousins	Joseph	7794 N Pointe St.	Milwaukee
Cumings	Tathesha	5155 N 84th St #2	Milwaukee
Curd	Casandra	5495N LONG ISLAND DR #2	Milwaukee
Davis	Heather	Unknown - near North 92nd St & Timmerman Airport	Milwaukee
Davis, Jr.	David	5155 N 84th ST APT 3	Milwaukee
DeJesus	Christopher	10213 W Fond Du Lac Ave Apt 237	Milwaukee
Dukes	Alexis	9510 W THURSTON AVE	Milwaukee
Flenery	David	5750 N 95th ST #8	Milwaukee
Gant	Latonia	8740 W. Appleton Ave	Milwaukee
Giles	Valarie	3815 W Good Hope Rd #8	Milwaukee
Graves	Ericka	6301A N 84TH ST	Milwaukee
Grier	Adante	5155 N 85th St #3	Milwaukee
Guy	Timothy	5676 N 95th ST	Milwaukee
Hampton	Charles	10207 W FOND DU LAC AVE #212	Milwaukee
Hardison	Kimberly	7501 N TEUTONIA AVE APT 4	Milwaukee
Hardt	Jerry	7501 N TEUTONIA AVE #2	Milwaukee
Harris	Anita	Unknown See Milwaukee Co. Case No. 2020SC003951 Anita Harris vs. Berrada Properties Management, Inc	Milwaukee
Hicks	Laverne	Unknown - near 91st and Appleton	Milwaukee
Hines	Brian	5146 N 105th ST APT 12	Milwaukee
Houston	Terri	7035 W SILVER SPRING DR #3	Milwaukee
Howell	Joyce	1701 Holmes Ave	Racine
Johnson	Joseph	3425 N 67TH ST	Milwaukee
Johnson	Ryon	7463 N TEUTONIA AVE #1	Milwaukee
Johnson	Tierra	9236 W BROWN DEER RD #5	Milwaukee
Johnson	Valencia	3620 W Kilbourn Ave #27	Milwaukee
Jones	Diamon	8975 N 85th St #208	Milwaukee

Jones	Tavares	4938 W Hampton Ave, Apt 4	Milwaukee
Kelly	Robert	4709 W LISBON AVE #8	Milwaukee
Kentle	Deondra	5155 N 84th ST APT 5	Milwaukee
Khan	Imran	2100 ROMAYNE AVE APT 29	Racine
King	Michael	Unknown See Milwaukee Co. Case No. 2020SC003135 Michael King vs. Joe Berrada et al	Milwaukee
Kirk	Kenya	5727 N 95TH ST	Milwaukee
Leonard	Tamossa	Unknown - Berrada Properties 1 LLC	Milwaukee
Lewis	Tonya	4152 W GOOD HOPE RD	Milwaukee
Mack	Larry	4023 Erie St Apt 111	Racine
Marshall	Timetitus	3917 Green St Apt 3	Racine
Martin	Karen	10213 W Fond Du Lac Ave Apt 237	Milwaukee
Martin Boyd	Alize	6303 W CARMEN AVE #8	Milwaukee
Mcallister	Lionel	9510 W THURSTON AVE	Milwaukee
McDowell	Shannen	5301 N Teutonia Ave Apt 115	Milwaukee
McNairy	Isiah	7781E N MARINERS ST	Milwaukee
McNary	Andrea	Unknown See Milwaukee Co. Case No. 2019SC034623 Andrea McNary vs. Berrada Properties Management Inc.	Milwaukee
McNeal	Opalee	7061 N Teutonia Ave Apt 106	Milwaukee
Mercado	Robert	5250 N 91st St, Apt 7	Milwaukee
Montgomery	Code	10112 W CONGRESS ST #5	Milwaukee
Moore	Rayisha	6201 W Carmen Ave Apt 2	Milwaukee
Morris	Sarah	7129 W Silver Spring Dr Apt 3	Milwaukee
Neal	Michelle	4410 N 103RD ST #5	Milwaukee
Owten	Mary	8758 W Appleton Ave; 8215 W Medford Ave #1; 5241 N 90th St #4	Milwaukee
Patterson	Jamie	10221 W CONGRESS ST #8	Milwaukee
Perkins	Erin	Unknown	Milwaukee
Perry	Bessie	9149 W CUSTER AVE #2	Milwaukee
Purnell	Malcolm	2100 ROMAYNE AVE APT 14	Racine
Ramsey	Roneisha	Unknown - near 51st Blvd & Hope Ave	Milwaukee
Reynolds	Dominic	2527 W Lincoln; 4410 N 103RD ST #8	Milwaukee
Richardson	Christina	3608 Sovereign Dr	Racine
Robinson	Chirelle	5107 BYRD AVE APT 209	Racine
Rodriguez	Desiree	4929 N. 20th Street	Milwaukee
Sanders	Yasmine	9727 W BEATRICE ST #3	Milwaukee
Santiago	Wilberto	4416 W Arthur Ct Apt 11	Milwaukee
Sibley	James	8936 N Michelle St Apt 5	Milwaukee
Simpson	Lisa	7061 N Teutonia Ave Apt 105	Milwaukee
Sims	James	2836 W WELLS ST APT 205	Milwaukee
Smith	Andrea	2829 W Wisconsin Ave #109; 618 N 30th ST #205	Milwaukee
Smith	Brittany	5737 N 63rd ST APT 2	Milwaukee

Snow	Tommy	5215 BYRD AVE APT 201	Racine
Stewart	Joseph	5356 N LONG ISLAND DR #2	Milwaukee
Taylor	Stacy	Unknown - Berrada Properties 7 LLC	Milwaukee
Taylor	X	6313A N 84TH ST	Milwaukee
Thomas	Natasha	2100 ROMAYNE AVE APT 18	Racine
Thompson	Queshonda	4118 W Good Hope Rd	Milwaukee
Toliver	Stephen	Unknown - near West Silver Spring Drive	Milwaukee
Toney	Jason	5760 N 91st ST APT 1	Milwaukee
Underwood	Larrisha	7660 W WABASH CT	Milwaukee
Villa	Tanya	4023 ERIE ST #209	Racine
Wallace	Eloradanum	10307 W VILLARD AVE APT 26	Milwaukee
Williams	Kenneth	9151 W CUSTER AVE #1	Milwaukee
Williams	Melloneice	2933 W WELLS ST APT 204	Milwaukee
Wright	Emma	5148 N 105th St Apt 19	Milwaukee
Young	Ernestine	7209 W Silverspring #2	Milwaukee
Young	Walter	5760 N 91ST #1	Milwaukee
Zierk	David	3847 GREEN STREET #3	Racine

Exhibit 7



Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608-229-2200
Facsimile: 608-229-2100
reinhartlaw.com

October 16, 2020

Delanie Breuer
Direct Dial: 608-229-2274
dbreuer@reinhartlaw.com

SENT BY E-MAIL AND
FIRST CLASS MAIL

Assistant Attorney General Robert Bresette
Wisconsin Department of Justice
17 West Main Street
Madison, WI 53703

Assistant Attorney General Greg Myszkowski
Wisconsin Department of Justice
17 West Main Street
Madison, WI 53703

Dear AAG Bresette and AAG Myszkowski:

Thank you for taking the time to discuss the ongoing DOJ investigation of Berrada Property Management ("BPM") on October 13, 2020. As I noted on that call, BPM is interested in reaching a resolution on this issue as soon as practicable. However, BPM has several outstanding questions and concerns with respect to the ongoing investigation.

First, as discussed, BPM is still unable to ascertain from DOJ or DATCP the basis for this investigation. Initial contacts in April, 2020 surrounding potential violations of Wis. Stat. § 100.20, methods of competition and trade practices, related to three (3) anonymous complaints that contractors were entering apartments during the "Safer at Home" order to replace faulty windows that were causing mold and other health hazards. Despite disagreement that any violation of the law or the Emergency Order occurred, and disagreement regarding DOJ and/or DATCP's enforcement authority, BPM cooperated and followed all directives of the agencies.

Nonetheless, on May 19, 2020, two Civil Investigative Demands ("CIDs") were served on BPM and Mr. Youssef Berrada requesting significant amounts of information unrelated to recent complaints. In a phone conversation on May 22, 2020, DOJ attorneys informed Mr. Tristan Pettit, as attorney for BPM, that DATCP received 21 complaints in 2020 so far, and implied that these multiple complaints were the basis for the investigation. This claim has not been substantiated. DATCP files provided to-date show seven (7) complaints during those months, including the three (3) anonymous complaints related to alleged violations of the "Safer at Home" order. Of the remaining four (4) complaints, information in DATCP's records show

Assistant Attorney General Robert Bresette
Assistant Attorney General Greg Myszkowski
October 16, 2020
Page 2

the complaints were largely unfounded and did not constitute a violation of any law. In fact, in several of the DATCP letters informing BPM of each of those complaints, DATCP does not cite any potential violations of ATCP 134 or any other law, as is generally the agency's practice when a complaint contains a potential law or code violation. Equally as important, these seven complainants represent an extremely small portion of the tenancy of the thousands of BPM-managed units.

In our most recent conversation on October 13, 2020, AAG Bresette explained that at some point DOJ and/or DATCP consulted google and certain newspaper articles from the Journal Sentinel which served, at least in part, as the foundation for the investigation. AAG Bresette also explained that other state agencies and the Governor's office received complaints related to BPM. However, DOJ was unwilling to provide information related to those complaints. Additionally, in responding to my inquiries regarding the basis of the investigation, AAG Bresette responded that the information provided by BPM has confirmed violations of the law, and therefore "how the investigation started is irrelevant." We disagree. BPM has yet to understand why this investigation began, and is now questioning whether it was legally warranted in the first instance.

Second, AAG Bresette mentioned DOJ's concern regarding "bullying" tactics used by BPM, but the company is anything but a bully to tenants. As this investigation and DATCP's records show, BPM is dedicated to treating tenants fairly and often goes above and beyond what is required by law to address complaints. BPM regularly works with tenants who default on their rent to provide payment options outside of court. When BPM is required to go through the court system for eviction purposes, BPM rarely attempts to collect outstanding judgements from past tenants. In fact, BPM currently has a very significant dollar amount of undocketed judgments that it has not sought to collect. Additionally, despite the three anonymous DATCP complaints, BPM has worked diligently to accommodate tenants during the Covid-19 pandemic. BPM recognized the impact of the situation on tenants and stopped evictions even before being required to do so by law.

Moreover, BPM works collaboratively with the Legal Aid Society of Milwaukee and Community Advocates to accommodate referrals and to avoid the initiation of eviction proceedings in the first instance, whenever possible. BPM also works consistently with the Milwaukee Police Department and its Community Liaison Officers on safety and policing issues, all to the benefit of its tenants. BPM's business model includes acquiring neglected properties and investing heavily to make improvements to the properties, all to provide tenants with safe, attractive, well-maintained and well-managed apartments. BPM is not "gentrifying" neighborhoods by re-renting these rehabilitated buildings at significantly higher costs. Instead, BPM maintains rents affordable for low to moderate income tenants. This business model should be supported by the state, not attacked.

Assistant Attorney General Robert Bresette
Assistant Attorney General Greg Myszkowski
October 16, 2020
Page 3

BPM has a legal right to evict non-paying tenants and must do so in order to stay in business. BPM does not “bully” tenants, either past or present. To the contrary, BPM has worked with defaulting tenants to provide payment plans and has, to date, not commenced collection proceeds to collect past due rents to which it is legally entitled. Because BPM has invested significantly in improving the properties it acquires and takes pride in treating tenants fairly, these unsupported accusations concerning BPM’s business practices are problematic, as is being left in the dark about outstanding complaints with no opportunity to remedy tenant concerns. However, because BPM is unable to understand the basis for this investigation, the company is also unable to understand what remedy our tenants and the agencies are seeking.

Third, DOJ and DATCP have repeatedly asserted broad authority to investigate BPM despite showing no foundation for the investigation. DOJ and DATCP have cited statutes authorizing this type of broad authority and demanded a substantial amount of information and documents, setting deadlines, and threatening legal action if that information is not provided. DOJ refused to reduce the requests to a more manageable size, and has made several follow-up requests. In every instance, BPM has complied, to the extent practicable.

During the course of this investigation, BPM accepted the legal interpretations asserted by DOJ, followed DOJ and DATCP directives, and made requested changes, including refunding a significant amount late fees that, under DOJ’s legal interpretation, were improperly charged. DOJ insisted on editing and approving several document revisions, which BPM obliged. Every request by DOJ or DATCP regarding resolution of a complaint or concern has been met by BPM.

Despite BPM’s cooperation, DOJ’s investigation has broadened, requesting information wholly unrelated to ATCP 134 or §100.20. From the perspective of a Wisconsin business, DOJ and DATCP’s approach in this investigation is beyond intimidating. A request for information and documents this broad, with no understanding of the underlying source for the investigation or the remedy sought, has required a significant investment of resources and created uncertainty surrounding the business decisions for over six months. More troubling is DOJ’s assertion that the investigation can and will continue until DOJ understands “all the issues,” as noted by AAG Bresette on the October 13, 2020 call.

BPM has acted cooperatively and in good faith to supply all of the information DOJ and DATCP have requested thus far. In addition, the company has made all changes requested by DOJ and DATCP to standard documents and processes. However, the requests have continued to broaden, and appear to have turned into a fishing expedition with no foreseeable end.

Assistant Attorney General Robert Bresette
Assistant Attorney General Greg Myszkowski
October 16, 2020
Page 4

BPM is interested in working with the agencies to find a mutually agreeable resolution to the ongoing investigation. However, the company now feels DOJ and DATCP is acting beyond their authority and in violation of BPM's rights, which has resulted in significant economic and reputational impact. BPM cannot agree to continue cooperating in this investigation under the current circumstances.

Kind Regards,

A handwritten signature in black ink, appearing to read "Delanie Breuer". The signature is fluid and cursive, with the first name "Delanie" and last name "Breuer" clearly distinguishable.

Delanie Breuer

44386793

Exhibit 8



**STATE OF WISCONSIN
DEPARTMENT OF JUSTICE**

Josh Kaul
Attorney General

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October 23, 2020

Attorney Delanie Breuer
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

Re: Youssef Berrada and Berrada Property Management, Inc.

Dear Attorney Breuer:

Thank you for your October 16, 2020 letter. You express concerns that Youssef Berrada and Berrada Property Management, Inc., (BPM) feel “DOJ and DATCP is acting beyond their authority and in violation of BPM’s rights” in investigating its rental practices. I will not respond to every allegation in your letter. This letter explains that DATCP has the authority to investigate your clients’ rental practices and intends to use that authority to carry out its duty to enforce the laws it administers.

Wisconsin Stat. § 93.07(2) tasks DATCP with the duty to “enforce chs. 88 and 93 to 100 and all other laws entrusted to its administration.” Wis. Stat. § 93.06(1)(f) authorizes DATCP to obtain information “regarding products and situations that are the subject of laws under its supervision.” Finally, and more specifically, Wis. Stat. § 93.16 authorizes DATCP to conduct preliminary investigations, including issuing subpoenas and holding hearings pursuant to Wis. Stat. § 93.14, and issuing Civil Investigative Demands under Wis. Stat. § 93.15.

Here, DATCP, with the assistance of the DOJ, is carrying out its duties and employing its investigative authority to investigate several potential violations of Wisconsin statutes and administrative code provisions. DATCP’s investigation remains active and we hope that Berrada and BPM will continue to voluntarily cooperate. If you have questions about how to comply with our CIDs, we are happy to work with you to answer those questions.

Attorney Delanie Breuer
October 23, 2020
Page 2

In your letter you assert that I informed Attorney Pettit on May 22, 2020 that “DATCP received 21 complaints in 2020 so far, and implied that these complaints were the basis for the investigation.” That assertion is not accurate. I did not tell Attorney Pettit that DATCP received 21 consumer complaints about BPM in 2020. I informed him that we would provide copies of all the complaints DATCP had received since 2015, which we have done. I also did not imply that the complaints “were the basis for the investigation.” Though the allegations and documents in consumer complaints are a part of the impetus for the investigation, the conduct of our investigation and its scope are based on many sources of information.

You ask to meet with DOJ’s administration to discuss a potential resolution of this matter. We hope we will be able to amicably resolve the state’s concerns regarding your clients’ rental practices. DATCP needs to complete its investigation before we can start that conversation. Once that occurs, AAG Myzskowski and I would be happy to meet with you and discuss your thoughts.

Sincerely,

/s/Robert Bresette

Robert B. Bresette

Assistant Attorney General

RBB:

c: Tristan Pettit
Greg Myzskowski

Exhibit 9



**STATE OF WISCONSIN
DEPARTMENT OF JUSTICE**

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October 29, 2020

Attorney Delanie Breuer
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

Re: Youssef Berrada and Berrada Property Management, Inc.

Dear Attorney Breuer:

The Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Department of Justice (DOJ) were recently made aware of an allegation that Berrada Property Management, Inc. (BPM) is engaging in conduct that, if true, may constitute an ongoing violation of Wisconsin Consumer protection laws, including Wis. Admin. Code § ATCP 134.09(7), self-help eviction, and Wis. Stat. § 100.18(1), fraudulent representations. Given the seriousness of the allegation, we ask Youssef Berrada and BPM to submit a written response to this allegation by the close of business tomorrow, October 30, 2020. We are seeking a prompt response so we can determine if further action is necessary to prevent citizens from being unlawfully displaced from their homes during a pandemic.

On Tuesday, October 27, 2020, DATCP was informed that a person was going through the building located at 7676 N. 78th St., Milwaukee, Wisconsin, knocking on all the doors and telling tenants they have 30 days to vacate. The person identified himself as working for BPM and told the tenants that BPM recently purchased the building and said they had 30 days to vacate even if they had a current lease.

We spoke with two tenants yesterday who both confirmed the foregoing account. Both tenants indicated that the person knocked on their door on Thursday, October 22, 2020. Both tenants further stated that they were each on a year-long lease that had several months remaining.

Attorney Delanie Breuer
October 29, 2020
Page 2

Under Wisconsin law, upon the sale and transfer of ownership of a rental property, existing leases remain in effect and are enforceable by and against any successor in interest. Wis. Stat. 704.09(3). The constructive eviction of tenants and/or the representation to tenants that they are obligated to leave a rental property they have a contractual right to possess likely constitutes violations of Wisconsin consumer protection law.

We look forward to Berrada and BPM's prompt response to the concerns raised in this letter.

Sincerely,

/s/Robert Bresette
Robert B. Bresette
Assistant Attorney General

RBB:

c: Tristan Pettit
Greg Myszkowski

Exhibit 10



Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608-229-2200
Facsimile: 608-229-2100
reinhartlaw.com

October 30, 2020

Delanie Breuer
Direct Dial: 608-229-2274
dbreuer@reinhartlaw.com

SENT BY E-MAIL AND
FIRST CLASS MAIL

Assistant Attorney General Bresette
Wisconsin Department of Justice
17 West Main Street
Madison, WI 53703

RE: Berrada Property Management, Inc.

Dear Assistant Attorney General Bresette:

This letter is in response to your letter and subsequent email on October 29, 2020, both regarding allegations that Berrada Property Management ("BPM") is violating Wisconsin consumer protection laws, including Wis. Admin. Code § ATCP 134.09(7), Wis. Stat. § 100.18(1), and Wis. Stat. § 704.09(3). Your letter requests a response to these allegations by close of business on October 30, 2020.

According to your email, the allegations are based on information "provided by DATCP" on October 27, 2020, and subsequent discussions with tenants on October 28, 2020. Though we have requested that you provide a copy of the referenced DATCP complaint, to date, we have not received it. It is unclear whether the information referenced in your October 29 letter was obtained through DATCP and/or DOJ efforts to contact tenants, or if tenants contacted DATCP and/or DOJ proactively. Clarification on this issue was previously requested, and we look forward to your response.

To address the limited information provided in the very short time allowed for a response, BPM provides the following detailed description of the circumstances surrounding the acquisition of the 7676 N. 78th Street property, which stands in sharp contrast to the accusations in your October 29 letter.

BPM is currently in the process of acquiring the 7676 N. 78th Street property, but will not take ownership until November 13, 2020. BPM is aware that many of the tenants have long-term leases. As with any property BPM acquires, and consistent with Wisconsin law, valid leases at the property will be honored.

Assistant Attorney General Bresette
October 30, 2020
Page 2

The sales contract for the property states the following:

“The parties acknowledge that upon the execution hereof, and subject to all rights of Seller’s tenants under the leases on the Property, Seller will permit Buyer to begin exterior renovation work on the Property, which renovation shall be limited to concrete work, siding replacement, roofing replacement and landscaping work (collectively, the “Preclosing Work”), at Buyer’s sole cost and expense. Buyer and its agents shall not initiate any contact with Seller’s tenants without the prior written consent of Seller. No interior work on the Property shall be undertaken by Buyer, prior to Closing.”

In accordance with this condition, BPM has been allowed by the current owner to perform exterior work on the building in advance of the sale closing, but ***BPM does not currently have access to the interior of the building nor to tenants.*** In fact, the sales contract prohibits BPM from initiating contact with tenants, and BPM has honored that contract fully.

However, it is BPM’s understanding that several tenants independently contacted the current owner who, in turn, gave the tenants BPM’s contact information. It is also BPM’s understanding that tenants may be aware of BPM’s practice of offering relocation because of the company’s other improvement projects in the neighborhood. Based on their own knowledge and on their own initiative, tenants contacted BPM to inquire about relocating to another BPM property. BPM has worked collaboratively with those tenants to accommodate requests for relocation. These relocations are strictly voluntary, and following BPM’s general policy in situations like this, a tenant seeking to relocate is afforded one month of free rent and relocation to a renovated unit in another building.

After taking over management of the building, BPM will provide the relocation option to all tenants. Tenants may also stay in the property if they choose. All relocations will continue to be on a voluntary basis only.

BPM has no knowledge of any employee informing tenants they must vacate in 30 days regardless of whether they have a lease, and BPM certainly has not authorized any employee to take such action. BPM has not violated any law or regulation with its activity at the 7676 N. 78th Street property. Your letter references potential violations of Wis. Admin. Code § ATCP 134.09(7), Wis. Stat. § 100.18(1), and Wis. Stat. § 704.09(3). First, Wis. Admin. Code § ATCP 134.09(7) prevents a landlord from evicting a tenant other than by the statutory eviction procedure. As illustrated herein, BPM has not evicted, and has no intention of evicting, tenants with a valid lease. Second, regarding Wis. Stat. § 100.18(1), neither DATCP nor DOJ has previously alleged a violation of Wis. Stat. § 100.18 against BPM. It is difficult to see how any of BPM’s actions amount to a fraudulent misrepresentation. If you disagree, please provide the details of statements you believe BPM made which would constitute fraudulent

Assistant Attorney General Bresette
October 30, 2020
Page 3

misrepresentation. Finally, although BPM will honor all valid leases, DATCP does not have authority to enforce, nor to investigate Wis. Stat. § 704.09(3).

BPM remains committed to the communities in which it serves, and will continue to respond to any legitimate complaint received by DATCP. Should you have any additional questions, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "Delanie M. Breuer". The signature is fluid and cursive, with the first name "Delanie" being more prominent than the last name "Breuer".

Delanie M. Breuer

cc: Assistant Attorney General Greg Myszkowski

Exhibit 11



**STATE OF WISCONSIN
DEPARTMENT OF JUSTICE**

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Attorney General

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November 2, 2020

Attorney Delanie Breuer
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

Re: Youssef Berrada and Berrada Property Management, Inc.

Dear Attorney Breuer:

Thank you and your client for the quick response to my October 29, 2020, letter. While your response confirms that Berrada Property Management (BPM) is in the process of acquiring 7676 N. 78th St., Milwaukee, Wisconsin, we understand that BPM denies any “knowledge of any employee informing tenants they must vacate in 30 days regardless of whether they have a lease[.]” We are pleased to hear that all “valid leases at the property will be honored” by BPM when it takes ownership of the building on November 13, 2020.

To clear up any confusion and avoid needlessly displacing citizens from their homes during a pandemic, DATCP and DOJ believe it is important to notify tenants with valid leases at the 7676 N. 78th St. buildings that they will not have to vacate within 30 days. The state intends to send such a clarifying letter, but we understand if you would prefer that the letter come from BPM. While we are amenable to BPM sending a clarifying letter, we would like the opportunity to review its content. Moreover, to avoid the unfortunate possibility that tenants may quickly act on the mistaken belief that they must vacate within 30 days, we will want to ensure that the letter is sent no later than five days from today’s date. If BPM objects to the foregoing plan, please let me know so that the state can begin the process of notifying tenants about this apparent misunderstanding.

Your letter states that no BPM employee told current tenants at the property that they had to vacate. I assume that by employee you meant to include employees

Attorney Delanie Breuer
November 2, 2020
Page 2

or agents of either BPM or Youseff Berrada. Can you please confirm that this assumption is correct? This confirmation is important because we know BPM does not handle property acquisition and that BPM uses subcontractors, like TB Management Services, LLC, to perform its building management duties.

Your letter also states that, by contract, BPM cannot initiate contact with current residents of 7676 N. 78th St. but several current tenants independently contacted BPM to inquire about relocating to another BPM property. Can you please provide us the names of the tenants from the properties subject of the pending November 13, 2020 sale who independently contacted BPM?

Finally, your letter asks for clarification on whether the information “provided by DATCP on October 27, 2020” was a complaint or was obtained through efforts to contact tenants. The information came to DATCP from the Governor’s office. The consumer complained to the Governor’s office who then referred the complaint to DATCP. DOJ then interviewed the complainant by phone. Pursuant to your request, I am including with this letter a copy of the complaint form that was forwarded to DATCP. Please note that pursuant to the request of the complainant and pursuant to my earlier email exchange with you, the complainant’s name and other identifying information have been redacted.

Thank you for your continued cooperation with this matter. If you have any questions or if anything further is required, please contact me.

Sincerely,

/s/Robert Bresette
Robert B. Bresette
Assistant Attorney General

RBB:

c: Tristan Pettit
Greg Myszkowski

From: [GOV Info](#)
To: [Steine, Bradford - DATCP](#)
Subject: Casework #: 819081 - [REDACTED] (Intranet Quorum IMA00143941)
Date: Tuesday, October 27, 2020 11:11:29 AM
Attachments: [IQFormatFile.txt](#)

Please update us with your response to the constituent using this email. PLEASE DO NOT CHANGE THE SUBJECT LINE WHEN RESPONDING.

Routing Instructions: Could someone speak with this constituent about their tenant rights in this situation?	
Constituent Name: [REDACTED]	Date of Contact: October 24, 2020
Casework #: 819081	
Address: 7676 N 78th St.. [REDACTED] Milw., WI 53223 Milwaukee, WI 53223	
Phone #: [REDACTED]	Alternate Phone #:
Email Address: [REDACTED]	Cell #:
Issue: Berrada Properties bought our entire block of apartment buildings. They sent one of their minions around. knocking on everyones door. All 40 tenants. No advance notice of entry. No written notice of change of ownership. Their minion was NOT wearing a mask. He told everyone they had 30 days to vacate, even if they had a one year lease. We had assumed that old leases applied to new owners. This is during a pandemic. Can this company do this to us? Please look into this and apprise me of your findings. Thank you.	
Submitted to: Bradford Steine	
Email Address: bradford.steine1@wisconsin.gov	
Date Submitted to Department: 10/24/2020 4:01:03 AM	CSR Initials: JM

Sincerely,

Joseph McInerney