

UNITED STATES DISTRICT COURT  
DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA	)	
U.S. Department of Justice, ENRD,	)	
Enforcement Section, 999 18 <sup>th</sup> Street	)	
So. Terrace, Suite 370, Denver, CO 80202	)	
	)	
<b>Plaintiff,</b>	)	CASE No. 1:24-CV-2303
	)	
v.	)	
	)	
LAWRENCE N. BRANDT, INC.	)	
1054 31st Street, NW	)	<b>COMPLAINT</b>
Suite 250	)	
Washington D.C. 20007	)	
	)	
and	)	
	)	
GLENBROOK LIMITED PARTNERSHIP	)	
1054 31st Street, NW	)	
Suite 250	)	
Washington D.C. 20007	)	
	)	
and	)	
	)	
AMERICAN UNIVERSITY	)	
4400 Massachusetts Avenue, NW	)	
Washington, D.C. 20016	)	
	)	
	)	
<b>Defendants.</b>	)	

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The United States of America, by authority of the Attorney General of the United States and through the undersigned attorneys, acting at the request of the United States Army Corps of Engineers (Corps), files this complaint and alleges as follows:

### **NATURE OF THE ACTION**

1. This is a civil action instituted pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA), 42 U.S.C. § 9607. In this action, the United States seeks to recover costs incurred by the United States in response to the release or threatened release of hazardous substances, specifically the release of metals including aluminum, arsenic, cobalt, iron, magnesium, manganese, mercury and vanadium at concentrations exceeding the accepted comparison levels, at or from the property of 4825 Glenbrook Road, and the adjacent lands, at the Spring Valley Formerly Used Defense Site in Washington, D.C. (Site).

### **JURISDICTION AND VENUE**

2. This Court has jurisdiction over the subject matter of this action and over the parties pursuant to Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b), and 28 U.S.C. §§ 1331 and 1345.

3. Venue is proper in this judicial district pursuant to Section 113(b) of CERCLA, 42 U.S.C. §9613(b), and 28 U.S.C. § 1391(b), because the releases or threatened releases of hazardous substances that gave rise to these claims occurred in this district, and because the Site is located in this district.

### **DEFENDANTS**

4. Lawrence N. Brandt, Inc. is a District of Columbia corporation and a partner of Glenbrook Limited Partnership that conducts business in this district.

5. Lawrence N. Brandt, Inc. is a “person” within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

6. Glenbrook Limited Partnership is a District of Columbia limited partnership that previously conducted business in this district.
7. Glenbrook Limited Partnership is a “person” within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
8. American University was incorporated by an Act of Congress in 1893 and conducts business in this district.
9. American University is a “person” within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

### **STATUTORY BACKGROUND**

10. CERCLA was enacted in 1980 to provide a comprehensive governmental mechanism for abating releases and threatened releases of hazardous substances and other pollutants and contaminants, and for funding the costs of responding to releases of hazardous substances. *See* 42 U.S.C. §§ 9604(a), 9601(25).
11. Under Section 104(a)(1) of CERCLA, 42 U.S.C. § 9604(a)(1), as amended:  
  
Whenever (A) any hazardous substance is released or there is a substantial threat of such a release into the environment, or (B) there is a release or a substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, the President is authorized to act, consistent with the national contingency plan, to remove or arrange for the removal of, and provide for remedial action relating to such hazardous substance, pollutant, or contaminant at any time (including its removal from any contaminated natural resource), or take any other response measure consistent with the national contingency plan which the President deems necessary to protect the public health or welfare or the environment . . . .
12. Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), provides in part:  
  
Notwithstanding any other provision or rule of law, and subject only to the defenses set forth in subsection (b) of this Section –  
  
(1) the owner and operator of a vessel or a facility,

(2) any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of, [and]

(3) any person who by contract, agreement, or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by another party or entity and containing such hazardous substances,

\* \* \*

shall be liable for –

(A) all costs of removal or remedial action incurred by the United States Government . . . not inconsistent with the National Contingency Plan;

(B) any other necessary costs of response incurred by any other person consistent with the national contingency plan; [and]

(C) damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction, or loss resulting from such a release . . .

#### **DESCRIPTION OF SITE AND FACTUAL BACKGROUND**

13. American University owned the Site from 2005 to 2022. In 2005, American University repurchased 4825 Glenbrook Road from Lawrence N. Brandt, Inc. In 2022, American University sold 4825 Glenbrook Road to a private buyer.

14. American University also was the original owner of 4825 Glenbrook Road before selling it and an adjacent property, 4835 Glenbrook Road, to Glenbrook Limited Partnership for development in 1990.

15. Lawrence N. Brandt, Inc., General Partner of Glenbrook Limited Partnership, signed the sales agreement with American University for the 4825 and 4835 Glenbrook Road properties in 1990.

16. Glenbrook Limited Partnership then constructed residences on the properties in 1992-93 after having been undeveloped for most of the 20<sup>th</sup> Century.

**War Effort Activities**

17. During World War I, American University offered the United States Government the use of its campus in northwest Washington, D.C. to support the war effort against Germany.

18. Between 1917 and 1920, the United States Government subsequently used portions of the American University campus to establish the American University Experiment Station (AUES) and Camp Leach.

19. The AUES World War I mission was to conduct the research and development of chemical warfare materiel (CWM), including mustard and lewisite agents. Camp Leach, adjacent to the AUES, was used for staging, training, and billeting troops.

20. The AUES and Camp Leach were located on property owned by American University. After World War I, the United States Government activities at AUES and Camp Leach were transferred to other locations, and use of the property was returned to American University.

21. The Site that is the subject of this action was part of the World War I-era AUES and within the the larger Spring Valley Formerly Used Defense Site in Washington, D.C.

22. While at the time no structures were built on the portion that later became 4825 Glenbrook Road, a burial pit used for the disposal of munitions and chemicals from the AUES was located on the property, as discussed in more detail below.

**Summary of Response Action**

23. On July 29, 2011, the Corps issued the Remedial Investigation Report – 4825 Glenbrook Road Spring Valley Formerly Used Defense Site Washington, D.C. (RI Report), identifying munitions and explosives of concern (MEC), chemical warfare materiel (CWM), agent breakdown product (ABP), and arsenic-contaminated soil at the Site.

24. Of particular concern, the RI Report identified an AUES-related burial pit (Burial Pit 3) on 4825 Glenbrook Road and 4801 Glenbrook Road, also adjacent to 4825 Glenbrook Road. The Corps concluded in the RI Report that the Site posed an unacceptable risk to human health and the environment.

25. On June 13, 2012, the Corps issued the Final Decision Document for 4825 Glenbrook Road Spring Valley Formerly Used Defense Site Washington, D.C. (Decision Document), which selected a remedial action among multiple alternatives studied to address the hazardous substances at the Site.

26. The selected remedy in the Decision Document required the Corps to remove the residential house on the Site and remediate the property to residential standards, providing for the property's unrestricted future use.

27. After the Decision Document was issued, the Corps designed and implemented the remedial action at the Site, including excavating to the depth of bedrock or competent saprolite.

28. The Corps leased the Site from American University from 2005 to 2022 in order to conduct the remedial action. Prior to this, the Corps leased the Site from Lawrence N. Brandt, Inc. in order to conduct the remedial action.

### **GENERAL ALLEGATIONS**

29. The Site is a “facility” within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

30. Aluminum, arsenic, cobalt, iron, magnesium, manganese, mercury and vanadium are “hazardous substances” within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

31. There have been releases or threatened releases of one or more hazardous substances into the environment at or from the Site, within the meaning of Sections 101(14), 101(22) and 107(a) of CERCLA, 42 U.S.C. §§ 9601(14), 9601(22) and 9607(a).

32. The Corps has incurred response costs at the Site that are not inconsistent with the National Contingency Plan (NCP), 40 C.F.R. Part 300.

### **CLAIM FOR RELIEF**

33. Paragraphs 1 through 32 are realleged and incorporated herein by reference.

34. Glenbrook Limited Partnership, Lawrence N. Brandt, Inc. and American University (Defendants) are persons who at the time of disposal or re-disposal of any hazardous substance owned or operated a facility from which there was a release or threatened release of hazardous substances which has caused the United States to incur response costs.

35. Pursuant to Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2), Glenbrook Limited Partnership, Lawrence N. Brandt, Inc., and American University are liable to the United States for unreimbursed response costs incurred by the United States in connection with the Site, including enforcement costs and interest on all such costs.

**PRAYER FOR RELIEF**

WHEREFORE, the United States of America prays that this Court:

- A. Order Defendants to reimburse the United States for the response costs incurred relating to the Site, including interest, under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a);
- B. Award the United States its response costs in bringing this action, including the cost of attorney time; and
- C. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

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