



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

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0005 8931 8816

Mardaph II, LLC

Registered Agent: Jeffrey J. Greenberger
105 East Fourth Street, Suite 400
Cincinnati, Ohio 45202

Re: In the Matter of Mardaph II, LLC, et al., Docket No.

TSCA-05-2008-0019
[Handwritten signature]

Dear Sir:

I have enclosed a complaint filed by the United States Environmental Protection Agency (U.S. EPA), Region 5 against Mardaph II, LLC (you), under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a). The complaint alleges violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq.

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

In addition, whether or not you request a hearing, you may request an informal settlement conference. If you wish to request a conference, or if you have any questions about this matter, please contact me or Peter Felitti, Assistant Regional Counsel, at (312) 886-5114.

Sincerely,

Margaret M. Guerriero

Director

Land and Chemicals Division

Enclosures



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

REPLY TO THE ATTENTION OF:

L-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0005 8931 8809

Mardaph III, LLC

Registered Agent: Jeffrey J. Greenberger
105 East Fourth Street, Suite 400
Cincinnati, Ohio 45202

Re: In the Matter of Mardaph III, LLC, et al., Docket No. *TSCA-05-2008-0019*

Dear Sir:

I have enclosed a complaint filed by the United States Environmental Protection Agency (U.S.EPA), Region 5 against Mardaph III, LLC (you), under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a). The complaint alleges violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq.

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

In addition, whether or not you request a hearing, you may request an informal settlement conference. If you wish to request a conference, or if you have any questions about this matter, please contact me or Peter Felitti, Assistant Regional Counsel, at (312) 886-5114.

Sincerely,

Margaret M. Guerriero

Director

Land and Chemicals Division

Enclosures



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

JUL 31 2008

REPLY TO THE ATTENTION OF:

L-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0005 8931 8793

Ms. Vinnie Wilson
7923 Rambler Place
Cincinnati, Ohio 45231

Re: In the Matter of Vinnie Wilson, et al., Docket No.

TSCA-05-2008-001

RECEIVED
REGIONAL HEARING CLERK
US EPA REGION 5
2008 AUG -4 PM 2:36
[Signature]

Dear Ms. Wilson:

I have enclosed a complaint filed by the United States Environmental Protection Agency (U.S. EPA), Region 5 against Vinnie Wilson (you), under Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a). The complaint alleges violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq.

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

In addition, whether or not you request a hearing, you may request an informal settlement conference. If you wish to request a conference, or if you have any questions about this matter, please contact me or Peter Felitti, Assistant Regional Counsel, at (312) 886-5114.

Sincerely,

[Signature of Margaret M. Guerriero]

Margaret M. Guerriero


Director

Land and Chemicals Division

Enclosures

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)
)
Mardaph II, LLC; Mardaph III, LLC;)
and Vinnie Wilson;)
Cincinnati, Ohio)
Respondents.)
_____)

Docket No. **TSCA-05-2008-0019** 
Proceeding to Assess a Civil Penalty
Under Section 16(a) of the Toxic
Substances Control Act, 15 U.S.C.
§ 2615(a)

**RECEIVED
REGIONAL HEARING CLERK
US EPA REGION V
2008 AUG -14 PM 2:37**

COMPLAINT

1. This is an administrative proceeding to assess a civil penalty under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a).
2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, United States Environmental Protection Agency (U.S. EPA), Region 5.
3. Respondents are Mardaph II, LLC and Mardaph III, LLC, both corporations authorized to do business in Ohio with an address of 105 East Fourth Street, Cincinnati, Ohio; and Vinnie Wilson of 3455 Harvey Avenue, Cincinnati, Ohio.

Statutory and Regulatory Background

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

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

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

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

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

8. 40 C.F.R. § 745.103 defines “owner” as any entity that has legal title to target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations.

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

10. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent, or sublease target housing, including but not limited to individuals, partnerships,

corporations, trusts, government agencies, housing agencies, Indian Tribes and nonprofit organizations.

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

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

13. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and signatures and dates of signatures of the lessor, agent, and lessee certifying the accuracy of their statements.

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

15. Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f), authorize the Administrator of U.S. EPA to assess a civil penalty under Section 16(a) of TSCA of up to \$10,000 for each

violation of Section 409 of TSCA. U.S. EPA increased the maximum penalty to \$11,000 for each violation occurring after July 28, 1997. 40 C.F.R. § 745.118(f) and 40 C.F.R. Part 19.

General Allegations

16. Complainant incorporates paragraphs 1 through 15 of this Complaint as if set forth in this paragraph.

17. Between at least February 1, 2006 and January 1, 2007, Respondent, Mardaph II, LLC owned residential rental property located at 711 Marion Road and 8750 Venus Drive, Cincinnati, Ohio (Residential Rental Property).

18. Between at least January 27, 2006 and December 1, 2006, Respondent, Mardaph III, LLC owned residential rental property located at 2605 Fenton Avenue, 2637 Fenton Avenue, 2639 Fenton Avenue, and 3341 McHenry Avenue, Cincinnati, Ohio (Residential Rental Property).

19. Between at least August 1, 2005 and November 3, 2006, Respondent, Vinnie Wilson owned residential rental property located at 1815 Clarion Avenue, 2636 Fenton Avenue, 4537 Lucerne Avenue, and 1530 Kinney Avenue, Cincinnati, Ohio (Residential Rental Property).

20. Between at least August 1, 2005 and January 1, 2007, Respondent, Vinnie Wilson managed the Residential Rental Properties referenced in paragraphs 17, 18, and 19, above and was the agent of Respondents Mardaph II, LLC and Mardaph III, LLC during this time period.

21. The Residential Rental Properties referenced in paragraphs 17, 18, and 19, above, were constructed prior to 1978.

22. The Residential Rental Properties and each rental unit within each property referenced in paragraphs 17, 18, and 19, above, are “target housing” as defined in 40 C.F.R.

§ 745.103.

23. On March 14, 2007, representatives of U.S. EPA conducted an inspection at Vinnie Wilson's office located at 3435 Harvey Avenue, Cincinnati, Ohio, to monitor compliance with Section 1018 and its implementing regulations found at 40 C.F.R. Part 745, Subpart F.

24. On April 30, 2007, the City of Cincinnati Department of Health issued an Order to Control Lead Hazards for target housing located at 2636 Fenton Avenue, Cincinnati, Ohio. The Order to Control Lead Hazards advised Respondent, Vinnie Wilson, that "Lead hazards were found which are contributing, in whole or in part, to a child's lead poisoning." A copy of the Lead Risk Assessment Report was attached to the Order to Control Lead Hazards and informed Respondent, Vinnie Wilson, that "Federal law (24 CFR part 35 and 40 CFR part 745) requires sellers and lessors of most residential units constructed prior to 1978...to disclose and provide a copy of this report to new purchasers or lessees before they become obligated under a lease or sales contract." Additionally, the Lead Risk Assessment Report stated, "Property owners and sellers are also required to distribute an educational pamphlet approved by the United States Environmental Protection Agency and include standard warning language...in or attached to lease contracts to ensure that parents have the information they need to protect children from lead-based paint hazards."

25. Respondent, Mardaph II, LLC, either directly or through Respondent's authorized agent, Vinnie Wilson, entered into the following two written rental agreements ("Rental Contracts") with individuals for the lease of Respondent's Residential Rental Property identified below:

Address	Children under 6	Children under 18	Date of Lease
711 Marion Road, Cincinnati, Ohio	No	No	02/01/2006
8750 Venus Drive, Cincinnati, Ohio	Yes	Yes	01/01/2007

26. Respondent, Mardaph III, LLC, either directly or through Respondent's authorized agent, Vinnie Wilson, entered into the following four written rental agreements ("Rental Contracts") with individuals for the lease of Respondent's Residential Rental Property identified below:

Address	Children under 6	Children under 18	Date of Lease
2605 Fenton Avenue, Cincinnati, Ohio	No	No	03/03/2006
2637 Fenton Avenue, Cincinnati, Ohio	No	No	01/27/2006
2639 Fenton Avenue, Cincinnati, Ohio	No	No	02/06/2006
3341 McHenry Avenue, Cincinnati, Ohio	No	Yes	12/01/2006

27. Respondent, Vinnie Wilson, entered into the following four written rental agreements ("Contracts") with individuals for the lease of Respondent's Residential Rental Property identified below:

Address	Children under 6	Children under 18	Date of Lease
1815 Clarion Avenue, #4, Cincinnati, Ohio	No	Yes	11/03/2006
2636 Fenton Avenue, Cincinnati, Ohio	Yes	Yes	07/01/2006
4537 Lucerne Avenue, #2, Cincinnati, Ohio	No	No	09/01/2005
1530 Kinney Avenue, Cincinnati, Ohio	No	No	08/01/2005

28. Each of the ten Contracts referenced in paragraphs 25 through 27 above, covered a term of occupancy greater than 100 days.

29. Between February 1, 2006 and January 1, 2007, Respondent, Mardaph II, LLC, as the lessor of the Residential Rental Property, offered for lease its single-family dwellings, and individuals entered into Contracts on the dates listed in paragraph 25, above, to lease those dwellings.

30. Between January 27, 2006 and December 1, 2006, Respondent, Mardaph III, LLC, as the lessor of the Residential Rental Property, offered for lease units in its apartment building and its single-family dwellings, and individuals entered into Contracts on the dates listed in

paragraph 26, above, to lease those units or dwellings.

31. Between August 1, 2005 and November 3, 2006, Respondent, Vinnie Wilson, as the lessor of the Residential Rental Property, offered for lease units in her apartment buildings and her single-family dwellings, and individuals entered into Contracts on the dates listed in paragraph 27, above, to lease those units or dwellings.

32. Respondents, Mardaph II, LLC; Mardaph III, LLC; and Vinnie Wilson are “lessors,” as defined by 40 C.F.R. § 745.103, since they have offered to lease the target housing referenced in paragraphs 25 through 27, above, for lease.

33. Between January 27, 2006 and January 1, 2007, Respondent, Vinnie Wilson, as the manager of the Residential Rental Property, offered for lease units in the Residential Rental Properties, and individuals entered into Contracts on the dates listed in paragraphs 25 and 26, above, to lease those units or dwellings.

34. Respondent, Vinnie Wilson is an “agent,” as defined by 40 C.F.R. § 745.103, since she entered into Contracts with Respondents Mardaph II, LLC and Mardaph III, LLC, for the purpose of leasing the target housing referenced in paragraphs 25 and 26, above.

35. Each individual who signed a lease to pay rent in exchange for occupancy of a unit or dwelling referenced in paragraphs 25 through 27, above, became a “lessee,” as defined in 40 C.F.R. § 745.103, since he or she entered into an agreement to lease target housing.

36. On April 14, 2008, U.S. EPA advised Respondents by letter that U.S. EPA was planning to file a civil administrative complaint against Respondents for specific alleged violations of Section 1018 and that the complaint would seek a civil penalty. U.S. EPA asked Respondents to identify any factors Respondents thought U.S. EPA should consider before issuing the complaint. On May 7, 2008, Respondent Vinnie Wilson supplied two documents on

lead disclosure and stated that she was trying to obtain further documents. To date, no further documents were received.

37. On April 16, 2008, Respondents, Mardaph II, LLC and Mardaph III, LLC received the pre-filing letter referenced in paragraph 36, above. On April 30, 2008, Respondent, Vinnie Wilson, received the pre-filing letter referenced in paragraph 36, above. Respondents have not claimed an inability to pay a penalty and did not provide facts or other information concerning an ability to pay a penalty.

38. The Director of the Land and Chemicals Division has determined that the Respondents have violated the Federal regulations regarding the disclosure of lead-based paint and/or lead-based paint hazards, 40 C.F.R. Part 745, and therefore violated Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 1 through 9

39. Complainant incorporates paragraphs 1 through 38 of this Complaint as if set forth in this paragraph.

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

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

41. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with 40 C.F.R.

§ 745.113(b)(1) by informing the lessor of its obligations and by ensuring that the lessor performs the activities required under 40 C.F.R. Part §§ 745.107 and 745.113(b)(1) or to personally ensure compliance with the requirement.

42. Count 1: Respondent Mardaph II, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract a Lead Warning Statement before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

43. Count 1: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

44. Count 2: Respondent Mardaph II, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

45. Count 2: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

46. Count 3: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

47. Count 3: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

48. Count 4: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

49. Count 4: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

50. Count 5: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

51. Count 5: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

52. Count 6: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract

referenced in paragraph 26, above.

53. Count 6: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

54. Count 7: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 1815 Clarion Avenue, #4, Cincinnati, Ohio, was obligated under the November 3, 2006 contract referenced in paragraph 27, above.

55. Count 8: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 4537 Lucerne Avenue, #2, Cincinnati, Ohio, was obligated under the September 1, 2005 contract referenced in paragraph 27, above.

56. Count 9: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a Lead Warning Statement before the lessee at 1530 Kinney Avenue, Cincinnati, Ohio, was obligated under the August 1, 2005 contract referenced in paragraph 27, above.

57. Respondent Mardaph II, LLC's failure as lessor to include, either within each contract or as an attachment to each contract, a Lead Warning Statement, before the lessees were obligated under each contract for the leasing transactions referenced in paragraphs 42 and 44, above, constitutes two violations of 40 C.F.R. § 745.113(b)(1), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

58. Respondent Mardaph III, LLC's failure as lessor to include, either within each

contract or as an attachment to each contract, a Lead Warning Statement, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 46, 48, 50 and 52, above, constitutes four violations of 40 C.F.R. § 745.113(b)(1), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

59. Respondent Vinnie Wilson's failure as lessor to include, either within each contract or as an attachment to each contract, a Lead Warning Statement, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 54 through 56, above, constitutes three violations of 40 C.F.R. § 745.113(b)(1), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

60. Respondent Vinnie Wilson's failure as agent to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a Lead Warning Statement, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 43, 45, 47, 49, 51, and 53, above, constitutes six violations of 40 C.F.R. § 745.113(b)(1), 40 C.F.R. § 745.100, 40 C.F.R. § 745.115(a), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 10 through 19

61. Complainant incorporates paragraphs 1 through 38 of this Complaint as if set forth in this paragraph.

62. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement disclosing the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of

knowledge of such presence before a lessee is obligated under the contract to lease target housing.

63. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with 40 C.F.R. § 745.113(b)(2) by informing the lessor of its obligations and by ensuring that the lessor perform all activities required under 40 C.F.R. Part §§ 745.107 and 745.113(b)(2) or to personally ensure compliance with the requirements.

64. Count 10: Respondent Mardaph II, LLC, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

65. Count 10: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

66. Count 11: Respondent Mardaph II, LLC, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

67. Count 11: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor

include, or to personally include, either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

68. Count 12: Respondent Mardaph III, LLC, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

69. Count 12: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

70. Count 13: Respondent Mardaph III, LLC, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

71. Count 13: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a

statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

72. Count 14: Respondent Mardaph III, LLC, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

73. Count 14: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

74. Count 15: Respondent Mardaph III, LLC, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

75. Count 15: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint

hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

76. Count 16: Respondent Vinnie Wilson, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 1815 Clarion Avenue, #4, Cincinnati, Ohio, was obligated under the November 3, 2006 contract referenced in paragraph 27, above.

77. Count 17: Respondent Vinnie Wilson, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 2636 Fenton Avenue, Cincinnati, Ohio, was obligated under the July 1, 2006 contract referenced in paragraph 27, above.

78. Count 18: Respondent Vinnie Wilson, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 4537 Lucerne Avenue, #2, Cincinnati, Ohio, was obligated under the September 1, 2005 contract referenced in paragraph 27, above.

79. Count 19: Respondent Vinnie Wilson, as lessor, failed to include either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessee at 1530 Kinney Avenue, Cincinnati, Ohio, was obligated under the August 1, 2005 contract referenced in paragraph 27, above.

80. Respondent Mardaph II, LLC's failure as lessor to include, either within each contract or as an attachment to each contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 64 and 66, above, constitutes two violations of 40 C.F.R. § 745.113(b)(2), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

81. Respondent Mardaph III, LLC's failure as lessor to include, either within each contract or as an attachment to each contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 68, 70, 72, and 74, above, constitutes four violations of 40 C.F.R. § 745.113(b)(2), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

82. Respondent Vinnie Wilson's failure as lessor to include, either within each contract or as an attachment to each contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 76 through 79, above, constitutes four violations of 40 C.F.R. § 745.113(b)(2), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

83. Respondent Vinnie Wilson's failure as agent to ensure that the lessor include, or to personally include, either within each contract or as an attachment to each contract, a statement

disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 65, 67, 69, 71, 73, and 75, above, constitutes six violations of 40 C.F.R. § 745.113(b)(2), 40 C.F.R. § 745.100, 40 C.F.R. § 745.115(a), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 20 through 29

84. Complainant incorporates paragraphs 1 through 38 of this Complaint as if set forth in this paragraph.

85. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. Part § 745.113(b)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available.

86. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with 40 C.F.R. Part § 745.113(b)(3) by informing the lessor of its obligations and by ensuring that the lessor perform all activities required under 40 C.F.R. Part §§ 745.107 and 745.113(b)(3) or to personally ensure compliance with the requirements.

87. Count 20: Respondent Mardaph II, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

88. Count 20: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

89. Count 21: Respondent Mardaph II, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

90. Count 21: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

91. Count 22: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

92. Count 22: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

93. Count 23: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

94. Count 23: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

95. Count 24: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph

26, above.

96. Count 24: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

97. Count 25: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

98. Count 25: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

99. Count 26: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 1815 Clarion Avenue, #4, Cincinnati,

Ohio, was obligated under the November 3, 2006 contract referenced in paragraph 27, above.

100. Count 27: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 2636 Fenton Avenue, Cincinnati, Ohio, was obligated under the July 1, 2006 contract referenced in paragraph 27, above.

101. Count 28: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 4537 Lucerne Avenue, #2, Cincinnati, Ohio, was obligated under the September 1, 2005 contract referenced in paragraph 27, above.

102. Count 29: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessee at 1530 Kinney Avenue, Cincinnati, Ohio, was obligated under the August 1, 2005 contract referenced in paragraph 27, above.

103. Respondent Mardaph II, LLC's failure as lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 87 and 89, above, constitutes two violations of 40 C.F.R. § 745.113(b)(3), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

104. Respondent Mardaph III, LLC's failure as lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 91, 93, 95, and 97, above, constitutes four violations of 40 C.F.R. § 745.113(b)(3), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

105. Respondent Vinnie Wilson's failure as lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 99 through 102, above, constitutes four violations of 40 C.F.R. § 745.113(b)(3), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

106. Respondent Vinnie Wilson's failure as agent to ensure that the lessor include, or to personally include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available, before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 88, 90, 92, 94, 96, and 98, above, constitutes six violations of 40 C.F.R. § 745.113(b)(3), 40 C.F.R. § 745.100, 40 C.F.R. § 745.115(a), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 30 through 38

107. Complainant incorporates paragraphs 1 through 38 of this Complaint as if set forth in this paragraph.

108. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696.

109. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with 40 C.F.R. § 745.113(b)(4) by informing the lessor of its obligations and by ensuring that the lessor perform all activities required under 40 C.F.R. Part §§ 745.107 and 745.113(b)(4) or to personally ensure compliance with the requirements.

110. Count 30: Respondent Mardaph II, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

111. Count 30: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include or to personally include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract

referenced in paragraph 25, above.

112. Count 31: Respondent Mardaph II, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

113. Count 31: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include or to personally include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

114. Count 32: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

115. Count 32: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include or to personally include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

116. Count 33: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

117. Count 33: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include or to personally include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

118. Count 34: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

119. Count 34: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include or to personally include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

120. Count 35: Respondent Mardaph III, LLC, as lessor, failed to include, either within

the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

121. Count 35: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include or to personally include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

122. Count 36: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 1815 Clarion Avenue, #4, Cincinnati, Ohio, was obligated under the November 3, 2006 contract referenced in paragraph 27, above.

123. Count 37: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 4537 Lucerne Avenue, #2, Cincinnati, Ohio, was obligated under the September 1, 2005 contract referenced in paragraph 27, above.

124. Count 38: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessee at 1530 Kinney Avenue, Cincinnati, Ohio, was obligated under the August 1, 2005 contract referenced in paragraph 27, above.

125. Respondent Mardaph II, LLC's failure as lessor to include, either within each contract or as an attachment to each contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 110 and 112, above, constitutes two violations of 40 C.F.R. § 745.113(b)(4), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

126. Respondent Mardaph III, LLC's failure as lessor to include, either within each contract or as an attachment to each contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 114, 116, 118, and 120, above, constitutes four violations of 40 C.F.R. § 745.113(b)(4), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

127. Respondent Vinnie Wilson's failure as lessor to include, either within each contract or as an attachment to each contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessees were obligated under the contract

for each of the leasing transactions referenced in paragraphs 122 through 124, above, constitutes three violations of 40 C.F.R. § 745.113(b)(4), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

128. Respondent Vinnie Wilson's failure as agent to ensure that the lessor include, or to personally include, either within each contract or as an attachment to each contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696 before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 111, 113, 115, 117, 119 and 121, above, constitutes six violations of 40 C.F.R. § 745.113(b)(4), 40 C.F.R. § 745.100, 40 C.F.R. § 745.115(a), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 39 through 47

129. Complainant incorporates paragraphs 1 through 38 of this Complaint as if set forth in this paragraph.

130. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(6) requires the lessor to include, either within each contract or as an attachment to each contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements to the best of their knowledge along with the dates of signature.

131. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with 40 C.F.R. § 745.113(b)(6) by informing the lessor of his obligations and by ensuring that the lessor perform all activities required under 40 C.F.R. Part §§ 745.107 and 745.113(b)(6) or to personally ensure compliance with the requirements.

132. Count 39: Respondent Mardaph II, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, the agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

133. Count 39: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 711 Marion Road, Cincinnati, Ohio, was obligated under the February 1, 2006 contract referenced in paragraph 25, above.

134. Count 40: Respondent Mardaph II, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

135. Count 40: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 8750 Venus Drive, Cincinnati, Ohio, was obligated under the January 1, 2007 contract referenced in paragraph 25, above.

136. Count 41: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at

2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

137. Count 41: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 2605 Fenton Avenue, Cincinnati, Ohio, was obligated under the March 3, 2006 contract referenced in paragraph 26, above.

138. Count 42: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

139. Count 42: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 2637 Fenton Avenue, Cincinnati, Ohio, was obligated under the January 27, 2006 contract referenced in paragraph 26, above.

140. Count 43: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

141. Count 43: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor

include, or to personally include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 2639 Fenton Avenue, Cincinnati, Ohio, was obligated under the February 6, 2006 contract referenced in paragraph 26, above.

142. Count 44: Respondent Mardaph III, LLC, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

143. Count 44: Respondent Vinnie Wilson, as agent, failed to ensure that the lessor include, or to personally include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 3341 McHenry Avenue, Cincinnati, Ohio, was obligated under the December 1, 2006 contract referenced in paragraph 26, above.

144. Count 45: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 1815 Clarion Avenue, #4, Cincinnati, Ohio, was obligated under the November 3, 2006 contract referenced in paragraph 27, above.

145. Count 46: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 4537 Lucerne Avenue, #2, Cincinnati, Ohio, was obligated under the September 1, 2005 contract

referenced in paragraph 27, above.

146. Count 47: Respondent Vinnie Wilson, as lessor, failed to include, either within the contract or as an attachment to the contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessee at 1530 Kinney Avenue, Cincinnati, Ohio, was obligated under the August 1, 2005 contract referenced in paragraph 27, above.

147. Respondent Mardaph II, LLC's failure as lessor to include, either within each contract or as an attachment to each contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 132 and 134, above, constitutes two violations of 40 C.F.R. § 745.113(b)(6), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

148. Respondent Mardaph III, LLC's failure as lessor to include, either within each contract or as an attachment to each contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 136, 138, 140, and 142, above, constitutes four violations of 40 C.F.R. § 745.113(b)(6), 40 C.F.R. § 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

149. Respondent Vinnie Wilson's failure as lessor to include, either within each contract or as an attachment to each contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 144 through 146, above, constitutes three violations of 40 C.F.R. § 745.113(b)(6), 40 C.F.R.

§ 745.100, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

150. Respondent Vinnie Wilson's failure as agent to ensure that the lessor include, or to personally include, either within each contract or as an attachment to each contract, the signatures of the lessor, agent and the lessee certifying to the accuracy of their statements and the dates of such signature before the lessees were obligated under the contract for each of the leasing transactions referenced in paragraphs 133, 135, 137, 139, 141, and 143, above, constitutes six violations of 40 C.F.R. § 745.113(b)(6), 40 C.F.R. § 745.100, 40 C.F.R. § 745.115(a), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Proposed Civil Penalty

Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. Part 745, Subpart F, authorize the Administrator of U.S. EPA to assess a civil penalty under Section 16 of TSCA of up to \$10,000 for each violation of TSCA Section 409. Under the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, U.S. EPA increased the maximum penalty to \$11,000 for each violation occurring after July 28, 1997 (62 Fed. Reg. 35038)(1997). In determining the amount of any civil penalty, Section 16 of TSCA requires U.S. EPA to take into account the nature, circumstances, extent and gravity of the violation or violations alleged and, with respect to the violator, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require.

The U.S. EPA calculates penalties by applying its Section 1018-Disclosure Rule Enforcement Response Policy dated December 2007 (Response Policy). This Response Policy provides a rational, consistent and equitable calculation methodology for applying the statutory factors to particular cases. As discussed in the Response Policy, the severity of each violation

alleged in the complaint is based on the extent to which each violation impairs the ability of a lessee to assess information regarding hazards associated with lead-based paint, and precludes the lessee from making a fully informed decision whether or not to lease the housing or take appropriate measures to protect against lead-based paint hazards. The most severe consequence of failing to disclose this information is a greater likelihood that a child will be exposed to lead-based paint hazards, and eventually be poisoned by lead. Factors relevant to assessing an appropriate penalty include evidence demonstrating the presence of young children or pregnant women in these units at the time of the violation, information pertaining to a Respondent's ability to pay a civil administrative penalty, any evidence showing that no lead-based paint exists in the cited housing, and any evidence that Respondent has taken steps to discover the presence of and/or has taken steps to abate lead-based paint and its hazards in subject housing.

As stated in paragraph 36, above, letters, dated April 14, 2008, were sent to each Respondent. In the letters, the U.S. EPA advised Respondents that U.S. EPA was planning to file a civil administrative complaint against Respondents for alleged violations of Section 1018 and that Section 1018 authorizes the assessment of a civil penalty. The U.S. EPA asked Respondents to identify any factors Respondents thought U.S. EPA should consider before issuing the complaint, and if Respondents believed there were financial factors which bore on Respondents' ability to pay a civil penalty, the U.S. EPA asked Respondents to submit specific financial documents. On May 7, 2008, Respondent Vinnie Wilson supplied two documents on lead disclosure and stated that she was trying to obtain further documents. To date, no further documents were received.

Based upon an evaluation of the facts alleged in this complaint, the statutory factors enumerated above, and the Response Policy, Complainant proposes the Administrator assess the

following civil penalties against Respondents for the violations alleged in this complaint:

CALCULATED PENALTY FOR MARDAPH II, LLC

COUNT 1

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

COUNT 2

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

COUNT 10

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

COUNT 11

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

COUNT 20

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

COUNT 21

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

COUNT 30

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

COUNT 31

42 U.S.C. § 4852d
40 C.F.R. § 745.113(b)(4).....\$5,160

COUNT 39

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

COUNT 40

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

Proposed Gravity-Based Civil Penalty..... \$30,320

CALCULATED PENALTY FOR MARDAPH III, LLC

COUNT 3

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

COUNT 4

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

COUNT 5

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

COUNT 6

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

COUNT 12

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

COUNT 13

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

COUNT 14

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

COUNT 15

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

COUNT 22

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

COUNT 23

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

COUNT 24

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

COUNT 25

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

COUNT 32

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

COUNT 33

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

COUNT 34

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

COUNT 35

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

COUNT 41

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

COUNT 42

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

COUNT 43

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

COUNT 44

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

Proposed Gravity-Based Civil Penalty.....\$26,840

CALCULATED PENALTY FOR VINNIE WILSON

COUNT 1

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

COUNT 2

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

COUNT 3

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

COUNT 4

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

COUNT 5

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

COUNT 6

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

COUNT 7

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

COUNT 8

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

COUNT 9

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

COUNT 10

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

COUNT 11

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

COUNT 12

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

COUNT 13

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

COUNT 14

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

COUNT 15

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

COUNT 16

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

COUNT 17

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

COUNT 18

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

COUNT 19

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

COUNT 20

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

COUNT 21

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

COUNT 22

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

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

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

COUNT 25

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

COUNT 26

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

COUNT 27

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

COUNT 28

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

COUNT 29

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

COUNT 30

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

COUNT 31

42 U.S.C. § 4852d
40 C.F.R. § 745.113(b)(4).....\$5,160

COUNT 32

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

COUNT 33

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

COUNT 34

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

COUNT 35

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

COUNT 36

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

COUNT 37

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

COUNT 38

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

COUNT 39

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

COUNT 40

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

COUNT 41

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

COUNT 42

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

COUNT 43

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

COUNT 44

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

COUNT 45

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

COUNT 46

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

COUNT 47

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

Proposed Gravity-Based Civil Penalty..... \$91,090

Rules Governing this Proceeding

The “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits” (Consolidated Rules), at 40 C.F.R. Part 22, govern this civil administrative penalty proceeding. Enclosed with this Complaint is a copy of the Consolidated Rules.

Filing and Service of Documents

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

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

Respondents must serve a copy of each document filed in this proceeding on each party pursuant to Section 22.5 of the Consolidated Rules. Complainant has authorized Peter Felitti to receive any answer and subsequent legal documents that Respondents serve in this proceeding.

You may telephone Mr. Felitti at (312) 886-5114. His address is:

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

Penalty Payment

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

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63797-9000

Respondents must include the case name and docket number on the check and in the letter transmitting the check. Respondents simultaneously must send copies of the check and transmittal letter to the Regional Hearing Clerk, Mr. Felitti, and to:

Estrella Calvo, PTCS (LC-8J)
U.S. EPA, Region 5
77 W. Jackson Boulevard
Chicago, Illinois 60604

Answer and Opportunity to Request a Hearing

If Respondents contest any material fact upon which the Complaint is based or the appropriateness of any penalty amount, or contend that they are entitled to judgment as a matter of law, Respondents may request a hearing before an Administrative Law Judge. To request a hearing, Respondents must file a written Answer within 30 days of receiving this Complaint and must include in that written Answer a request for a hearing. Any hearing will be conducted according to the Consolidated Rules.

To file an answer, Respondents must file the original written answer and one copy with

the Regional Hearing Clerk at the address specified above, and must serve copies of the written answer with Mr. Felitti at the address specified above. If Respondents choose to file a written answer to the complaint, Respondents must do so within 30 calendar days after receiving the complaint. In counting the 30-day time period, the date of receipt is not counted, but Saturdays, Sundays, and Federal legal holidays are counted. If the 30-day time period expires on a Saturday, Sunday, or Federal legal holiday the time period extends to the next business day.

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

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

If a Respondent does not file a written answer within 30 calendar days after receiving this complaint the Presiding Officer may issue a default order, after motion, under Section 22.17 of the Consolidated Rules. Default by a Respondent constitutes an admission of all factual allegations in the complaint and a waiver of the right to contest the factual allegations. A Respondent must pay any penalty assessed in a default order without further proceedings 30-days after the order becomes the final order of the Administrator of U.S. EPA under Section

22.27(c) of the Consolidated Rules.

Settlement Conference

Whether or not Respondents request a hearing, Respondents may request an informal settlement conference to discuss the facts of this proceeding and to arrive at a settlement. To request an informal settlement conference, Respondents may contact Estrella Calvo, at the address above or may telephone her at (312) 353-8931.

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

Continuing Obligation to Comply

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

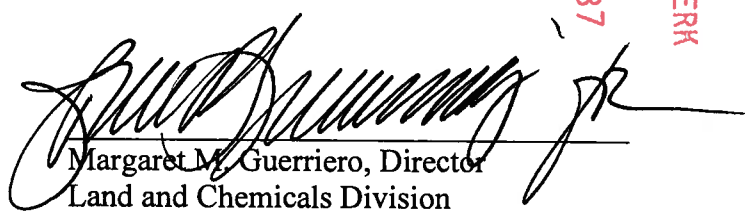
Consent Agreement and Final Order

The U.S. EPA has authority, where appropriate, to modify the amount of the proposed penalty to reflect any settlement reached with Respondents in an informal conference. The terms of the settlement would be embodied in a Consent Agreement and Final Order. A Consent Agreement signed by both parties is binding when the Regional Administrator signs the Consent Order.


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1/31/08

Date



Margaret M. Guerriero, Director
Land and Chemicals Division

TSCA-05-2008-0019


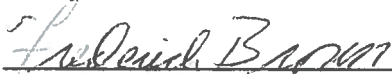
CERTIFICATE OF SERVICE


This is to certify that the original and one copy of this Complaint involving **In the Matter of: Mardaph II, LLC, Mardaph III, LLC, and Vinnie Wilson**, Cincinnati, Ohio, was filed on August 4, 2008, with the Regional Hearing Clerk (E-13J) U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true and correct copy was sent by Certified Mail, along with a copy each of the "Consolidated Rules of Practice, 40 C.F.R. Part 22," and "Section 1018 Disclosure Rule Enforcement Response Policy" to:

Mardaph II, LLC
c/o Jeffrey J. Greenberger
105 East Fourth Street, Ste. 400
Cincinnati, Ohio 45202
Receipt No. 7001 0320 0005 8931 8816

Mardaph III, LLC
c/o Jeffrey J. Greenberger
105 East Fourth Street, Ste. 400
Cincinnati, Ohio 45202
Receipt No. 7001 0320 0005 8931 8809

Vinnie Wilson
7923 Rambler Place
Cincinnati, Ohio 45231
Receipt No. 7001 0320 0005 8931 8793


Frederick Brown/LC-8J
Pesticides and Toxics Compliance Section
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Docket No. TSCA-05-2008-0019


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