

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

FILED

Dec 30, 2025

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U.S. EPA REGION 8  
HEARING CLERK

IN THE MATTER OF:

PAPPAS INVESTMENT PROPERTIES, LLLP; Dimitri Papadimitropoulos; and Konstantino Papadimitropoulos; Respondents

CONSENT AGREEMENT  
Docket No. TSCA-08-2026-0001

Complainant, the authorized representative of the United States Environmental Protection Agency, and Respondents, PAPPAS INVESTMENT PROPERTIES, LLLP, Dimitri Papadimitropoulos; and Konstantino Papadimitropoulos, (collectively the Parties), by their undersigned representatives, hereby consent and agree as follows:

**I. AUTHORITY**

1. This Consent Agreement is entered into by the EPA, by its duly delegated officials, and by Respondents for the purpose of simultaneously commencing and concluding this matter, as authorized by 40 C.F.R. § 22.13(b), and pursuant to 40 C.F.R. § 22.18(b)(2) and (3).
2. The EPA has jurisdiction over this matter pursuant to sections 16 and 409 of the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2615, 2689, and the regulations promulgated under TSCA Subchapter IV, as set forth at 40 C.F.R. part 745.

**II. STATUTORY AND REGULATORY BACKGROUND**

3. Pursuant to section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, also known as Title X of the Housing and Community Development Act of 1992, the EPA promulgated regulations at 40 C.F.R. part 745, subpart F (40 C.F.R. §§ 745.100-119) pertaining to the leasing of “target housing.” Pursuant to Title X, it is a prohibited act under Section 409 of TSCA, 15 U.S.C. § 2689, for any person to fail or refuse to comply with a provision of Title X or any rule or order issued under Title X.
4. The regulations set forth at 40 C.F.R. part 745, subpart F, impose certain requirements on the lease of target housing. Generally, among other obligations under this subpart, a lessor of target housing shall disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards; provide available records and reports; provide the lessee with a lead hazard information pamphlet; and attach specific disclosure and warning language to the leasing

contract before the lessee is obligated under a contract to lease target housing.

5. “Target housing” means any housing constructed prior to 1978, except for housing for the elderly or persons with disabilities or any zero-bedroom dwelling (unless any child who is less than six years of age resides or is expected to reside in such housing). 42 U.S.C. § 4851b.
6. “Residential dwelling” means a single-family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons. 42 U.S.C. § 4851b; 40 C.F.R. § 745.103.
7. “Lessor” means 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. 40 C.F.R. § 745.103.
8. “Lessee” means any entity that enters into an agreement to lease, rent, or sublease target housing, including but not limited to individuals, partnerships, corporation, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations. 40 C.F.R. § 745.103.
9. Pursuant to 40 C.F.R. § 745.107(a), before the lessee is obligated under any contract to lease target housing that is not otherwise an exempt transaction pursuant to 40 C.F.R. § 745.101, lessors shall complete the activities set forth in 40 C.F.R. § 745.107.
10. Pursuant to 40 C.F.R. § 745.107(a)(1), the lessor shall provide the lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled Protect Your Family From Lead in Your Home or an equivalent pamphlet that has been approved for use in that State by the EPA.
11. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): 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 known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.”
12. Pursuant to 40 C.F.R. § 745.113(b)(2), each contract to lease target housing shall include, as an attachment or within the contract, in the language of the contract: a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no

knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

13. Pursuant to 40 C.F.R. § 745.113(b)(4), each contract to lease target housing shall include, as an attachment or within the contract, in the language of the contract: a statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (3) of this section and the lead hazard information pamphlet required under 15 U.S.C. 2686.
14. Failure to comply with any provision of the RRP Rule, 40 C.F.R. part 745, subpart E, constitutes a violation of section 409 of TSCA, 15 U.S.C. § 2689. EPA may assess a civil penalty of up to \$49,722 for each violation of section 409. 15 U.S.C. § 2615(a)(1), 40 C.F.R. part 19, 90 Fed. Reg. 1375, 1377 (Jan. 8, 2025).

### III. RESPONDENTS

15. Respondent PAPPAS INVESTMENT PROPERTIES, LLLP is a limited liability limited partnership organized and doing business in the State of Colorado.
16. Dimitri Papadimitropoulos and Konstantino Papadimitropoulos are individuals conducting business in the State of Colorado.
17. Respondents are “persons” for purposes of sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615, 2689, and as defined at 40 C.F.R. § 745.83.
18. Respondents are and were at all times relevant to this Consent Agreement, “lessors” that offered contracts to lease “residential dwellings” that are “target housing” as those terms are defined at 40 C.F.R. § 745.103.

### IV. STATEMENTS OF FACT AND CONCLUSIONS OF LAW

19. On May 18, 2023, the EPA visited an apartment complex in Commerce City to determine Respondents’ compliance with the requirements of 40 C.F.R. part 745, subpart F.
20. The May 18, 2023, inspection could not be completed because the property manager on site that day did not have the records necessary for the inspection.
21. In lieu of an in-person inspection, the EPA requested Respondents provide the EPA with leasing documents to determine Respondents’ compliance with the requirements of 40 C.F.R. part 745, subpart F.
22. Respondents provided leasing records and related information via email through multiple submissions from July 26, 2023, to April 11, 2025.

23. Records provided to the EPA demonstrate that on January 1, 2023, Respondents Dimitri Papadimitropoulos and Konstantino Papadimitropoulos entered into a contract to lease the residential dwelling located at 4821 E 70th Avenue, Commerce City, Colorado 80022.
24. Records provided to the EPA demonstrate that on February 6, 2024, Respondent PAPPAS INVESTMENT PROPERTIES, LLLP entered into a contract to lease the residential dwelling at 7001 Poplar Street, Commerce City, Colorado 80022.
25. The residential dwellings referenced in paragraphs 23 and 24 above, are target housing as that term is defined in 42 U.S.C. § 4851b.
26. For each of the leases referenced in paragraph 23 and 24, above, Respondents failed to obtain a statement by the lessees affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4).
27. Respondents' failure to obtain a statement by the lessees affirming receipt of the lead hazard information pamphlet constitutes two violations of section 409 of TSCA, 15 U.S.C. § 2689.

V. SETTLEMENT

28. The Parties agree that settlement of this matter is in the public interest, and the Parties agree that execution of this Consent Agreement and issuance of a final order without further litigation and without adjudication of any issue of fact or law, is the most appropriate means of resolving this matter.
29. In determining the amount of any penalty to be assessed, the EPA considered the nature, circumstances, extent and gravity of the violations alleged and, with respect to Respondents, the ability to pay, the effect of the proposed penalty on the ability to continue to do business, any history of prior violations, the degree of culpability, and such other matters as justice may require, in accordance with section 16 of TSCA, 15 U.S.C. § 2615(a).
30. By signing this Consent Agreement, Respondents: (a) acknowledges this Agreement constitutes an enforcement action for purposes of considering Respondents' compliance history in any subsequent enforcement action; (b) admits the jurisdictional allegations made herein; (c) neither admits nor denies the factual allegations contained herein; and (d) consents to the assessment of the penalty specified in this Consent Agreement.
31. Pursuant to section 16 of TSCA, 15 U.S.C. § 2615, the EPA has determined that a civil penalty in the amount below is appropriate to settle this matter.
32. Respondents agree to pay a civil penalty in the amount of six thousand six hundred forty dollars (\$6,640) (Assessed Penalty) within thirty (30) days after the date the final order ratifying this Agreement is filed with the Regional Hearing Clerk (Effective Date).

33. Payment of the penalty must be completed using any method, or combination of appropriate methods, as provided on the EPA website:

<https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025, Executive Order on Modernizing Payments To and From America's Bank Account, Respondents shall pay using one of the electronic payments methods listed on EPA's How to Make a Payment website and will not pay with a paper check.

34. When making a payment, Respondents shall:

- a. Identify every payment with Respondents' name and the docket number that appears on the final order ratifying this Agreement; and
- b. Concurrently with any payment or within 24 hours of any payment, Respondents shall serve proof of such payment to the following persons:

Regional Hearing Clerk  
[R8\\_Hearing\\_Clerk@epa.gov](mailto:R8_Hearing_Clerk@epa.gov)

Kristin Jendrek  
Compliance Officer  
[Jendrek.kristin@epa.gov](mailto:Jendrek.kristin@epa.gov)

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

"Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate payment has been made according to EPA requirements, in the amount due, and identified with the docket number that appears on the final order.

35. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the Effective Date. If the Assessed

Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate; any lower rate would fail to provide Respondents adequate incentive for timely payment.

- b. Handling Charges. Respondents will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondents fail to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

36. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondents fail to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following:

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondents' licenses or other privileges or suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

37. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges,

second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

38. **Tax Treatment of Penalties.** Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

## VI. GENERAL PROVISIONS

39. The Parties agree to submit this Consent Agreement to the Regional Judicial Officer with a request that it be incorporated into a final order.

40. This Consent Agreement, upon incorporation into a final order, applies to and is binding upon the Parties, and Respondents' officers, directors, employees, agents, successors and assigns. Any change in ownership or corporate status of Respondents, including but not limited to any transfer of assets or real or personal property shall not alter Respondents' responsibilities under this Consent Agreement.

41. In accordance with 40 C.F.R. 22.18(c), this Consent Agreement, upon incorporation into a final order and full satisfaction by both Parties, shall only resolve Respondents' liability for federal civil penalties for the violations and facts alleged in this Consent Agreement.

42. Respondents waive any and all available rights to judicial or administrative review or other remedies that Respondents may have, with respect to any issue of fact or law or any terms and conditions set forth in this Consent Agreement, including any right to a jury trial, or judicial review under the Administrative Procedure Act, 5 U.S.C. §§ 701–706. Respondents waive any right to challenge the lawfulness of the final order accompanying the consent agreement.

43. This Consent Agreement does not pertain to any matters other than those expressly specified herein. The EPA reserves, and this Consent Agreement is without prejudice to, all rights against Respondents with respect to all other matters including, but not limited to, the following:

- a. claims based on a failure by Respondents to meet a requirement of this Consent Agreement, including any claims for costs which are caused by Respondents' failure to comply with this Agreement;
- b. claims based on criminal liability; and,
- c. claims based on any other violations of the Act or federal or state law.

44. Nothing in this Consent Agreement shall relieve Respondents of the duty to comply with TSCA and its implementing regulations.

45. Failure by Respondents to comply with any of the terms of this Consent Agreement shall constitute a breach of the Consent Agreement and may result in referral of the matter to the United States Department of Justice for enforcement of this Consent

Agreement and for such other relief as may be appropriate.

46. Except as qualified by paragraph 36, above, each party to this action shall bear its own costs and attorneys' fees, if any.
47. The Parties agree that this Consent Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on the parties individually as fully and completely as if the Parties had signed one single instrument, so that the rights and liabilities of the Parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Consent Agreement and any signature page may be transmitted electronically (e.g., a PDF file).
48. The undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of the Consent Agreement and to bind Respondents to the terms and conditions of this Consent Agreement.
49. If and to the extent the EPA finds, after signing this Agreement, that any information provided by Respondents was materially false or inaccurate at the time such information was provided to the EPA, the EPA reserves any and all of its legal and equitable rights.
50. The parties consent to service of the final order approving this Consent Agreement by e-mail at the following valid e-mail addresses: Shaula Eakins, [eakins.shaula@epa.gov](mailto:eakins.shaula@epa.gov) (for Complainant), and Bernadette Rappold, [rappoldb@gtlaw.com](mailto:rappoldb@gtlaw.com) (for Respondents).

Consent Agreement

In the Matter of: PAPPAS INVESTMENT PROPERTIES, LLLP, et al. Page 9 of 9

The foregoing Consent Agreement In the Matter of PAPPAS INVESTMENT PROPERTIES, LLLP, et al. is hereby stipulated, agreed, and approved for entry.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 8,

DAVID

Digitally signed by  
DAVID COBB

Date: \_\_\_\_\_

By: COBB

Date: 2025.12.15  
08:34:44 -07'00'

David Cobb, Supervisor  
Toxics and Pesticides Enforcement Section  
Enforcement and Compliance  
Assurance Division

Complainant

PAPPAS INVESTMENT PROPERTIES, LLLP;  
Dimitri Papadimitropoulos; and Konstantino  
Papadimitropoulos;

Respondents

Date: 12/11/25

By: Dimitri Papadimitropoulos

Printed Name: Dimitri Papadimitropoulos

Title:

owner

Individually and for  
Pappas Investment Properties, LLLP

Date 12-11-25

By: Konstantinos Papadimitropoulos

Printed Name:

Konstantinos Papadimitropoulos