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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 HAWTHORNE STREET
SAN FRANCISCO, CALIFORNIA 94105

In the Matter of:

Geronimo Concrete Inc.,

Respondent.

Docket No. TSCA-09-2025-0087

CONSENT AGREEMENT AND FINAL ORDER
PURSUANT TO 40 C.F.R. §§ 22.13 AND 22.18

CONSENT AGREEMENT

1 The United States Environmental Protection Agency, Region IX ("EPA"), and Geronimo
2 Concrete Inc. ("Respondent") agree to settle this matter and consent to the entry of this
3 Consent Agreement and Final Order ("CAFO"), which simultaneously commences and
4 concludes this matter in accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b).

5 **I. AUTHORITY, JURISDICTION, AND PARTIES**

6 1. This is a civil administrative penalty action brought against Respondent pursuant to
7 Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a), for violation of

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1 Section 409 of TSCA, 15 U.S.C. § 2689, for failing to comply with Sections 402 and 406 of TSCA,
2 15 U.S.C. §§ 2682 and 2686, and their implementing regulations promulgated at
3 40 C.F.R. Part 745, Subpart E ("Subpart E").

4 2. Complainant is the Manager of the Toxics Section of the Enforcement and Compliance
5 Assurance Division, EPA, Region IX, who has been duly delegated the authority to bring this
6 action and to sign a consent agreement settling this action under TSCA.

7 3. Respondent is a California corporation located at 4560 Huntington Drive N in Los
8 Angeles, California that provides construction services.

9 II. APPLICABLE STATUTORY AND REGULATORY SECTIONS

10 4. Pursuant to Section 402(a) and (c) of TSCA, 15 U.S.C. § 2682(a) and (c), Subpart E sets
11 forth requirements for certification of individuals and firms engaged in lead-based paint
12 activities and work practice standards for renovation, repair, and painting activities in target
13 housing and child-occupied facilities.

14 5. "Firm" means a company, partnership, corporation, sole proprietorship, or individual
15 doing business, association, or other business entity; a Federal, State, Tribal, or local
16 government agency; or a nonprofit organization. 40 C.F.R. § 745.83.

17 6. "Person" means any natural or judicial person including any individual, corporation,
18 partnership, or association; any Indian Tribe, State, or political subdivision thereof; any
19 interstate body; and any department, agency, or instrumentality of the Federal Government.
20 40 C.F.R. § 745.83.

21 7. "Renovation" means the modification of any existing structure, or portion thereof, that

1 results in the disturbance of painted surfaces, unless that activity is part of an abatement as
2 defined by 40 C.F.R. § 745.223. The term "renovation" includes (but is not limited to): the
3 removal, modification or repair of painted surfaces or painted components (e.g., modification
4 of painted doors, surface restoration, window repair, surface preparation activity (such as
5 sanding, scraping, or other such activities that may generate paint dust)); the removal of
6 building components (e.g., walls, ceilings, plumbing windows); weatherization projects (e.g.,
7 cutting holes in painted surfaces to install blown-in insulation or to gain access to attics
8 planning thresholds to install weatherstripping), and interim controls that disturb painted
9 surfaces. The term "renovation" does not include minor repair and maintenance activities.
10 40 C.F.R. § 745.83.

11 8. "Painted surface" means a component surface covered in whole or in part with paint or
12 other surface coatings. 40 C.F.R. § 745.83.

13 9. "Child-occupied facility" means a building, or portion of a building, constructed prior to
14 1978, visited regularly by the same child, under six (6) years of age, on at least two different
15 days within any week (Sunday through Saturday period), provided that each day's visit lasts at
16 least three (3) hours and the combined weekly visits last at least six (6) hours, and the
17 combined annual visits last at least 60 hours. Child-occupied facilities may include, but are not
18 limited to, day care centers, preschools and kindergarten classrooms. 40 C.F.R. § 745.83

19 10. "Renovator" means any individual who either performs or directs workers who perform
20 renovations. A certified renovator is a renovator who has successfully completed a renovator
21 course accredited by the EPA or an EPA-authorized State or Tribal program. 40 C.F.R. § 745.83.

1 11. Firms that perform renovations for compensation must apply to the EPA for certification
2 to perform renovations. 40 C.F.R. § 745.89(a).

3 12. On or after April 22, 2010, no firm may perform a renovation without certification from
4 the EPA under 40 C.F.R. § 745.89(a) in target housing and child-occupied facilities, unless the
5 renovation is performed in target housing or a child-occupied facility that has been determined
6 to be lead-free pursuant to 40 C.F.R. § 745.82(a). 40 C.F.R. § 745.81(a)(2)(ii).

7 13. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and the Civil Monetary Penalty Inflation
8 Adjustment Rule at 40 C.F.R. Part 19, which implements the Federal Civil Penalties Inflation
9 Adjustment Act of 1990, 28 U.S.C. § 2461, as amended, authorize civil penalties not to exceed
10 \$49,772 per day for each violation of Section 409 of TSCA, 15 U.S.C. § 2689, that occurred after
11 November 2, 2015, where penalties are assessed on or after January 8, 2025.

12 III. ALLEGATIONS

13 14. At all times relevant to this CAFO, Respondent was a "person," as that term is defined at
14 40 C.F.R. § 745.83.

15 15. At all times relevant to this CAFO, Respondent was a "firm," as that term is defined at
16 40 C.F.R. § 745.83.

17 16. From on or about September 2019 to on or about October 2020, Respondent performed
18 "renovations" for compensation as that term is defined at 40 C.F.R. § 745.83 at Albion
19 Elementary School located at 322 S. Avenue 18 in Los Angeles, California ("Albion Elementary")
20 and Harbor City Elementary School located at 1508 W. 254th Street in Harbor City, California
21 ("Harbor City Elementary").

1 17. At all times relevant to this CAFO, Albion Elementary and Harbor City Elementary were
2 each a "Child-Occupied Facility" as that term is defined in 40 C.F.R. § 745.83,

3 18. At all times relevant to this CAFO, neither Albion Elementary nor Harbor City Elementary
4 had been determined to be lead-free pursuant to 40 C.F.R. § 745.82(a).

5 19. At all times relevant to this CAFO, Respondent did not have a certification from EPA
6 under 40 C.F.R. § 745.89(a) when it performed the renovations for compensation at Albion
7 Elementary and Harbor City Elementary.

8 20. Respondent's failure to obtain a certification from EPA under 40 C.F.R. § 745.89(a) to
9 perform renovations for compensation at Albion Elementary and Harbor City Elementary
10 before it performed the renovations constitutes a violation of 40 C.F.R. § 745.81(a)(2)(ii) and
11 Section 409 of TSCA, 15 U.S.C. § 2689.

12 IV. RESPONDENT'S ADMISSIONS

13 21. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding,
14 Respondent:

- 15 a. admits that EPA has jurisdiction over the subject matter of this CAFO and over
16 Respondent;
- 17 b. neither admits nor denies the specific factual allegations contained in Section III
18 of this CAFO;
- 19 c. consents to the assessment of the civil administrative penalty contained in
20 Section V of this CAFO and to any conditions specified herein;
- 21 d. waives any right to contest the allegations contained in Section III of this CAFO;

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1 St. Louis, MO 63101

2
3 **Wire Transfers:**

4 Wire transfers must be sent directly to the Federal Reserve Bank in New York City with the
5 following information:

6
7 Federal Reserve Bank of New York

8 ABA = 021030004

9 Account = 68010727

10 SWIFT address = FRNYUS33

11 33 Liberty Street

12 New York, NY 10045

13 Field Tag 4200 of the Fedwire message should read

14 "D 68010727 Environmental Protection Agency"

15 **ACH (also known as REX or remittance express):**

16 US Treasury REX/Cashlink ACH Receiver ABA = 051036706

17 Account Number: 310006, Environmental Protection Agency

18 CTX Format Transaction Code 22 - checking

19 Physical location of US Treasury Facility

20 5700 Rivertech Court

21 Riverdale, MD 20737

22 Remittance Express (REX) 1-866-234-5681

23 **Online Payment:**

24 This payment option can be accessed from the information below:

25 www.pay.gov

26 Enter "sfo1.1" in the search field

27 Open form and complete required fields

28 If clarification regarding a particular method of payment remittance is needed, contact
29 the EPA Cincinnati Finance Center at (513) 487-2091.

30 Concurrently, a copy of each check or notification that the payment has been made by
31 one of the other methods listed above, including proof of the date payment was made, shall be
32 sent with a transmittal letter indicating Respondent's name, the case title, and the docket
33 number to the following addresses:

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1 Regional Hearing Clerk:
2 R9HearingClerk@epa.gov
3 Christopher Rollins
4 Rollins.Christopher@epa.gov
5 U.S. Environmental Protection Agency
6

7 Cincinnati Finance Center
8 CINWD_AcctsReceivable@epa.gov
9

10 24. Payment of the above assessed civil administrative penalty shall not be used by
11 Respondent or any other person as a tax deduction from Respondent's federal, state, or local
12 taxes.

13 25. If Respondent fails to pay the assessed civil administrative penalty specified in
14 Paragraph 22 by the manner and deadlines specified in Paragraph 23, then the entire
15 remaining balance of the assessed penalty shall immediately become due and payable.
16 Respondent also shall pay to the EPA a stipulated penalty of \$100 per day for each day that
17 payment is late in addition to the assessed penalty. Stipulated penalties shall accrue until such
18 time as the assessed penalty and all accrued stipulated penalties are paid and shall become due
19 and payable upon written request by the EPA. In addition, failure to pay the civil administrative
20 penalty by the manner and deadlines specified in Paragraph 23 may lead to any or all of the
21 following actions:

- 22 a. The debt being referred to a credit reporting agency, a collection agency, or to
23 the Department of Justice for filing of a collection action in the appropriate
24 United States District Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such
25 collection action, the validity, amount, and appropriateness of the assessed
26 penalty and of this CAFO shall not be subject to review.

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- 1 b. The debt being collected by administrative offset (i.e., the withholding of money
2 payable by the United States to, or held by the United States for, a person to
3 satisfy the debt the person owes the Government), which includes, but is not
4 limited to, referral to the Internal Revenue Service for offset against income tax
5 refunds. 40 C.F.R. Part 13, Subparts C and H.
- 6 c. The EPA may (i) suspend or revoke Respondent's licenses or other privileges; or
7 (ii) suspend or disqualify Respondent from doing business with the EPA or
8 engaging in programs the EPA sponsors or funds. 40 C.F.R. § 13.17.
- 9 d. In accordance with the Debt Collection Act of 1982 and 40 C.F.R. Part 13,
10 interest, penalties charges, and administrative costs will be assessed against the
11 outstanding amount that Respondent owes to the EPA for Respondent's failure
12 to pay in full the assessed civil administrative penalty by the deadlines specified
13 in Paragraph 233. Interest will be assessed at an annual rate that is equal to the
14 rate of current value of funds to the United States Treasury (i.e., the Treasury tax
15 and loan account rate) as prescribed and published by the Secretary of the
16 Treasury in the Federal Register and the Treasury Fiscal Requirements Manual
17 Bulletins. 40 C.F.R. § 13.11(a)(1). Penalty charges will be assessed monthly at a
18 rate of 6% per annum. 40 C.F.R. § 13.11(c). Administrative costs for handling and
19 collecting Respondent's overdue debt will be based on either actual or average
20 cost incurred and will include both direct and indirect costs. 40 C.F.R. § 13.11(b).
21 In addition, if this matter is referred to another department or agency (e.g., the

1 Department of Justice, the Internal Revenue Service), that department or agency
2 may assess its own administrative costs, in addition to the EPA's administrative
3 costs, for handling and collecting Respondent's overdue debt.

4 VI. RESPONDENT'S CERTIFICATION

5 26. In executing this CAFO, Respondent certifies that it is now fully in compliance with the
6 federal regulations promulgated at 40 C.F.R. Part 745, Subpart E.

7 VII. RETENTION OF RIGHTS

8 27. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's liability for
9 federal civil penalties for the violations and facts specifically alleged in Section III of this CAFO.
10 Nothing in this CAFO is intended to or shall be construed to resolve (i) any civil liability for
11 violations of any provision of any federal, state, or local law, statute, regulation, rule,
12 ordinance, or permit not specifically alleged in Section III of this CAFO; or (ii) any criminal
13 liability. The EPA specifically reserves any and all authorities, rights, and remedies available to it
14 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to
15 address any violation of this CAFO or any violation not specifically alleged in Section III of this
16 CAFO.

17 28. This CAFO does not exempt, relieve, modify, or affect in any way Respondent's duty to
18 comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and
19 permits.

20 VIII. ATTORNEYS' FEES AND COSTS

21 29. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this

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1 proceeding.

2 **IX. EFFECTIVE DATE**

3 30. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CAFO shall be effective on
4 the date that the Final Order accompanying this Consent Agreement, having been approved
5 and issued by either the Regional Judicial Officer or Regional Administrator, is filed.

6 **X. BINDING EFFECT**

7 31. The undersigned representative of Complainant and the undersigned representative of
8 Respondent each certifies that he or she is fully authorized to enter into the terms and
9 conditions of this CAFO and to bind the party that he or she represents to this CAFO.

10 32. The provisions of this CAFO shall apply to and be binding upon Respondent and its
11 officers, directors, employees, agents, trustees, servants, authorized representatives,
12 successors, and assigns.

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FOR RESPONDENT, GERONIMO CONCRETE INC.:

5/21/25
DATE


Geronimo Lopez
Chief Executive Officer
Geronimo Concrete Inc.

FOR COMPLAINANT, U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION IX:

7/7/2025
DATE

MATTHEW
SALAZAR

Digitally signed by MATTHEW
SALAZAR
Date: 2025.07.07 16:05:01 -07'00'

Matt Salazar, PE
Manager, Toxics Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region IX

FINAL ORDER

Complainant and Respondent, having entered into the foregoing Consent Agreement, IT IS HEREBY ORDERED that this Consent Agreement and Final Order (Docket No. TSCA-09-2025-0087) be entered and that Respondent shall pay a civil administrative penalty in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000) and comply with the terms and conditions set forth in the Consent Agreement. This Consent Agreement and Final Order shall become effective upon filing.

DATE

Steven Jawgiel
Regional Judicial Officer
U.S. Environmental Protection Agency, Region IX

CERTIFICATE OF SERVICE

I certify that the original of the fully executed Consent Agreement and Final Order in the matter of Geronimo Concrete, Inc. (Docket No. TSCA-09-2025-0087) was filed with Regional Hearing Clerk, U.S. EPA, Region IX, 75 Hawthorne Street, San Francisco, CA 94105, and that a true and correct copy of the same was served on the parties, via electronic mail, as indicated below:

RESPONDENT:

Geronimo Lopez
Geronimo Concrete, Inc.
4560 Huntington Drive North
Los Angeles, CA 90032
Contracts@geronimo-concrete.com

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Ponly Tu
Regional Hearing Clerk
U.S. EPA – Region IX