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UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION IX

In the matter of:	)	Docket No. TSCA-09-2025-0094
	)	
Security Building Loft Partners, LP,	)	CONSENT AGREEMENT
	)	AND FINAL ORDER
Respondent.	)	pursuant to 40 C.F.R. §§ 22.13(b),
	)	22.18(b)(2), and 22.18(b)(3)

I. CONSENT AGREEMENT

The United States Environmental Protection Agency, Region IX (“EPA”), and Security Building Loft Partners, LP (the “Respondent”) agree to settle this matter and consent to the entry of this Consent Agreement and Final Order (“CAFO”). This CAFO simultaneously initiates and concludes this proceeding in accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b).

A. AUTHORITY AND PARTIES

1. This is a civil administrative penalty action instituted against Respondent pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), for violation of Section 1018 of Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“Section 1018”), 42 U.S.C. § 4852d, and federal regulations promulgated to implement Section 1018 at 40 C.F.R. Part 745, Subpart F. Violation of Section 1018 through its implementing regulations at 40 C.F.R. Part 745, Subpart F constitutes violation of Section 409 of TSCA, 15 U.S.C. § 2689.

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

4           3. Respondent, a California limited partnership headquartered in Denver, Colorado, owns  
5 and rents residential properties located in the State of California.

6                           B. STATUTORY AND REGULATORY BASIS

7           4. 40 C.F.R. Part 745, Subpart F implements the provisions of Section 1018 that impose  
8 certain disclosure requirements concerning lead-based paint and/or lead-based paint hazards  
9 upon the sale or lease of target housing.

10          5. "Target housing" means any housing constructed prior to 1978, except housing for the  
11 elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is  
12 expected to reside in such housing) or any 0-bedroom dwelling. 40 C.F.R. § 745.103.

13          6. "Lessor" means any entity that offers target housing for lease, rent or sublease,  
14 including but not limited to individuals, partnerships, corporations, trusts, government agencies,  
15 housing agencies, Indian tribes, and nonprofit organizations. 40 C.F.R. § 745.103.

16          7. "Lessee" means any entity that enters into an agreement to lease, rent, or sublease  
17 target housing, including but not limited to individuals, partnerships, corporations, trusts,  
18 government agencies, housing agencies, Indian tribes, and nonprofit organizations. 40 C.F.R. §  
19 745.103.

20          8. Before a lessee is obligated under any contract to lease target housing, the lessor shall  
21 disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards  
22 in the target housing being leased. 40 C.F.R. § 745.107(a)(2).

23          9. Before a lessee is obligated under any contract to lease target housing, the lessor shall  
24 provide the lessee with any records or reports available to the lessor pertaining to lead-based  
25 paint and/or lead-based paint hazards in the target housing being leased. 40 C.F.R. §  
26 745.107(a)(4).

27          10. As provided at 40 C.F.R. § 745.118(e), failure to comply with 40 C.F.R. §§ 745.107  
28 is a violation of Section 409 of TSCA, 15 U.S.C. § 2689, and the penalty for each such violation

1 shall not be more than \$22,263 for violations occurring after November 2, 2015, where penalties  
2 are assessed on or after January 8, 2025, pursuant to the Civil Monetary Penalty Inflation  
3 Adjustment Rule at 40 C.F.R. Part 19 (as amended by 90 Fed. Reg. 1375 (January 8, 2025)).

4 C. ALLEGED VIOLATIONS

5 11. EPA has jurisdiction over this matter pursuant to Section 1018.

6 12. At all times relevant to this matter, Respondent was a “lessor” of the two residential  
7 properties located at 510 South Spring Street (Unit 701) and 510 South Spring Street (Unit 1105)  
8 in Los Angeles, California, as that term is defined at 40 C.F.R. § 745.103.

9 13. At all times relevant to this matter, the two residential properties referenced in  
10 Paragraph 12 were “target housing,” as that term is defined at 40 C.F.R. § 745.103.

11 14. On or around October 14, 2021, Respondent entered into a lease for the residential  
12 property located at 510 South Spring Street (Unit 701) for an occupancy greater than 100 days or  
13 100 days or less where lease renewals or extensions could occur (the “Unit 701 2021 Lease”).

14 15. On or around January 9, 2023, Respondent entered into a lease for the residential  
15 property located at 510 South Spring Street (Unit 701) for an occupancy greater than 100 days or  
16 100 days or less where lease renewals or extensions could occur (the “Unit 701 2023 Lease”).

17 16. On or around July 1, 2022, Respondent entered into a lease for the residential  
18 property located at 510 South Spring Street (Unit 1105) for an occupancy greater than 100 days  
19 or 100 days or less where lease renewals or extensions could occur (the “Unit 1105 2022 Lease”).

20 17. Before the lessees were obligated under the Unit 701 2021 Lease, the Unit 701 2023  
21 Lease, and the Unit 1105 2022 Lease to lease the respective target housing, Respondent failed to  
22 disclose to the lessees the presence of any known lead-based paint and/or lead-based paint  
23 hazards in the target housing being leased, as required by 40 C.F.R. § 745.107(a)(2).

24 18. Respondent’s failures to disclose to the lessees the presence of any known lead-based  
25 paint and/or lead-based paint hazards in the target housing being leased before the lessees were  
26 obligated under the Unit 701 2021 Lease, the Unit 701 2023 Lease, and the Unit 1105 2022  
27 Lease constitutes three violations of 40 C.F.R. § 745.107(a)(2) and Section 409 of TSCA, 15  
28 U.S.C. § 2689.

1 19. Before the lessees were obligated under the Unit 701 2021 Lease, the Unit 701 2023  
2 Lease, and the Unit 1105 2022 Lease to lease the respective target housing, Respondent failed to  
3 provide the lessees with any records or reports available to the Respondent pertaining to lead-  
4 based paint and/or lead-based paint hazards in the target housing being leased, as required by 40  
5 C.F.R. § 745.107(a)(4).

6 20. Respondent's failures to provide the lessees with any records or reports available to  
7 the Respondent pertaining to lead-based paint and/or lead-based paint hazards in the target  
8 housing being leased before the lessees were obligated under the Unit 701 2021 Lease, the Unit  
9 701 2023 Lease, and the Unit 1105 2022 Lease constitutes three violations of 40 C.F.R. §  
10 745.107(a)(4) and Section 409 of TSCA, 15 U.S.C. § 2689.

#### 11 D. RESPONDENT'S ADMISSIONS

12 21. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purpose of this proceeding,  
13 Respondent: (i) admits that EPA has jurisdiction over the subject matter of this CAFO and over  
14 Respondent; (ii) neither admits nor denies the specific factual allegations contained in Section  
15 I.C of this CAFO; (iii) consents to any and all conditions specified in this CAFO and to the  
16 assessment of the civil administrative penalty under Section I.E of this CAFO; (iv) waives any  
17 right to contest the allegations contained in this CAFO; and (v) waives the right to appeal the  
18 Final Order contained in this CAFO. In addition, by signing this CAFO, Respondent waives any  
19 rights or defenses that Respondent has or may have for this matter to be resolved in federal court,  
20 including but not limited to any right to a jury trial, and waives any right to challenge the  
21 lawfulness of the Final Order contained in this CAFO.

#### 22 E. CIVIL ADMINISTRATIVE PENALTY

23 22. In full and final settlement of the violations specifically alleged in Section I.C of this  
24 CAFO, Respondent shall pay a civil administrative penalty of TWENTY-ONE THOUSAND,  
25 THREE HUNDRED, AND SEVENTY-FOUR DOLLARS (\$21,374). Respondent shall pay this  
26 civil penalty within thirty (30) days of the effective date of this CAFO. The civil penalty shall be  
27 paid by remitting a certified or cashier's check, including the name and docket number of this  
28 case, for the amount, payable to "Treasurer, United States of America," (or be paid by one of the



other methods listed below) and sent as follows:

Regular Mail:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
PO Box 979077  
St. Louis, MO 63197-9000

Wire Transfers:

Wire transfers must be sent directly to the Federal Reserve Bank in New York City with the following information:  
Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York, NY 10045  
Beneficiary = U.S. Environmental Protection Agency

Certified or Overnight Mail:

U.S. Bank  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
ATTN Box 979077  
St. Louis, MO 63101

ACH (also known as Remittance Express or REX):

Automated Clearinghouse (ACH) payments to EPA can be made through the U.S. Treasury using the following information:

U.S. Treasury REX/Cashlink ACH Receiver  
ABA = 051036706  
Account = 31006, Environmental Protection Agency  
CTX Format Transaction Code 22 – checking

Physical location of U.S. Treasury facility:

5700 Rivertech Court  
Riverdale, MD 20737

Remittance Express (REX) = (866) 234-5681

On Line Payment:

This payment option can be accessed from the information below:

www.pay.gov  
Enter "SFO 1.1" in the search field  
Open form and complete required fields

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

3 A copy of each check, or notification that the payment has been made by one of the other  
4 methods listed above, including proof of the date payment was made, shall be sent with a  
5 transmittal letter, indicating Respondent's name, the case title, and docket number, to the  
6 following regular mail or email addresses:

7  
8 Regional Hearing Clerk  
Office of Regional Counsel (ORC-1)  
U.S. Environmental Protection Agency, Region IX  
9 75 Hawthorne Street  
San Francisco, CA 94105

10  
11 Christopher Rollins  
Hazardous Waste and Chemicals Section  
Enforcement Division (ENF-2-2)  
12 U.S. Environmental Protection Agency, Region IX  
13 75 Hawthorne Street  
San Francisco, CA 94105

14  
15 23. Respondent shall not use payment of any penalty under this CAFO as a tax deduction  
16 from Respondent's federal, state, or local taxes, nor shall Respondent allow any other person to  
17 use such payment as a tax deduction.

18 24. If Respondent fails to pay the assessed civil administrative penalty of TWENTY-  
19 ONE THOUSAND, THREE HUNDRED, AND SEVENTY-FOUR DOLLARS (\$21,374), as  
20 identified in Paragraph 22, by the deadline specified in that Paragraph, then Respondent shall pay  
21 a stipulated penalty to EPA of FIVE HUNDRED DOLLARS (\$500) per day in addition to the  
22 assessed penalty. Stipulated penalties shall accrue until such time as the assessed penalty and all  
23 accrued stipulated penalties are paid and shall become due and payable upon EPA's written  
24 request. Failure to pay the civil administrative penalty specified in Paragraph 22 by the deadline  
25 specified in that Paragraph may also lead to any or all of the following actions:

26 (1) EPA may refer the debt to a credit reporting agency, a collection  
27 agency, or to the Department of Justice for filing of a collection action in the appropriate United  
28 States District Court. 40 C.F.R. §§ 13.13, 13.14 and 13.33. The validity, amount, and  
appropriateness of the assessed penalty or of this CAFO is not subject to review in any such

1 collection proceeding.

2 (2) The U.S. Government may collect the debt by administrative offset  
3 (*i.e.*, the withholding of money payable by the United States to, or held by the United States for, a  
4 person to satisfy the debt the person owes the U.S. Government), which includes, but is not  
5 limited to, referral to the Internal Revenue Service for offset against income tax refunds. 40  
6 C.F.R. §§ 13(C) and 13(H).

7 (3) Pursuant to 40 C.F.R. § 13.17, EPA may either: (i) suspend or revoke  
8 Respondent's licenses or other privileges, or (ii) suspend or disqualify Respondent from doing  
9 business with EPA or engaging in programs EPA sponsors or funds.

10 (4) Pursuant to 31 U.S.C. § 3701 *et seq.* and 40 C.F.R. Part 13, the U.S.  
11 Government may assess interest, administrative handling charges, and nonpayment penalties  
12 against the outstanding amount that Respondent owes to EPA for Respondent's failure to pay the  
13 civil administrative penalty specified in Paragraph 22 by the deadline specified in that Paragraph.

14 (a) Interest. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R.  
15 § 13.11(a)(1), any unpaid portion of the assessed penalty shall bear interest at the rate established  
16 according to 26 U.S.C. § 6621(a)(2) from the effective date of this CAFO, provided, however,  
17 that no interest shall be payable on any portion of the assessed penalty that is paid within thirty  
18 (30) days of the effective date of this CAFO.

19 (b) Administrative Handling Charges. Pursuant to 31 U.S.C.  
20 Section 3717(e)(1) and 40 C.F.R. § 13.11(b), Respondent shall pay a monthly handling charge,  
21 based on either actual or average cost incurred (including both direct and indirect costs), for  
22 every month in which any portion of the assessed penalty is more than thirty (30) days past due.

23 (c) Nonpayment Penalties. Pursuant to 31 U.S.C. § 3717(e)(2)  
24 and 40 C.F.R. § 13.11(c), a monthly penalty charge, not to exceed six percent (6%) annually,  
25 may be assessed on all debts more than ninety (90) days delinquent.

1 F. CERTIFICATION OF COMPLIANCE

2 25. In executing this CAFO, Respondent certifies that, to the best of its current  
3 knowledge, it is now fully in compliance with Section 1018 and federal regulations promulgated  
4 to implement Section 1018 at 40 C.F.R. Part 745, Subpart F.

5 G. RETENTION OF RIGHTS

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

14 27. This CAFO does not exempt, relieve, modify, or affect in any way Respondent's  
15 duties to comply with all applicable federal, state, and local laws, regulations, rules, ordinances,  
16 and permits.

17 H. ATTORNEYS' FEES AND COSTS

18 28. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in  
19 this proceeding.

20 I. EFFECTIVE DATE

21 29. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CAFO shall be  
22 effective on the date that the Final Order contained in this CAFO, having been approved and  
23 issued by either the Regional Judicial Officer or Regional Administrator, is filed.

24 J. BINDING EFFECT

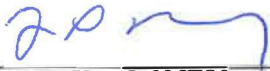
25 30. The undersigned representative of Complainant and the undersigned representative of  
26 Respondent each certifies that he or she is fully authorized to enter into the terms and conditions  
27 of this CAFO and to bind the party he or she represents to this CAFO.

28 31. The provisions of this CAFO shall apply to and be binding upon Respondent and its

1 officers, directors, employees, agents, trustees, servants, authorized representatives, successors,  
2 and assigns.

3  
4  
5 FOR RESPONDENT SECURITY BUILDING LOFT PARTNERS, LP:

6  
7 5/29/2025  
8 DATE

9   
10 FRANK ROONEY  
11 Chief Executive Officer, Colomba LLC,  
12 the General Partner of Simpson Housing, LLLP,  
13 the Manager of SHS Historic G.P., LLC,  
14 the General Partner of Security Building Loft Partners, LP

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16 FOR COMPLAINANT EPA:

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19 7/2/2025  
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MATT SALAZAR, P.E.  
Manager, Toxics Section  
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**CERTIFICATE OF SERVICE**

I certify that the original of the fully executed Consent Agreement and Final Order in the matter of Security Building Loft Partners, LP (Docket No. TSCA-09-2025-0094) 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:

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