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**CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles**

NOV 11 2011

John A. Clarke, Executive Officer/Clerk
By ATTOY WILSON, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
LOS ANGELES DIVISION

**PEOPLE OF THE STATE OF
CALIFORNIA ex rel. CALIFORNIA
DEPARTMENT OF TOXIC
SUBSTANCES CONTROL,**

Plaintiff,

v.

**ADVANCED CLEANUP
TECHNOLOGIES, INC. a Corporation,
and Does 1-20,**

Defendant.

Case No. BC464611

**FINAL JUDGMENT ON CONSENT AND
PERMANENT INJUNCTION**

(Code of Civil Procedure 664.6)

Dept: 52
Judge: The Honorable Susan Bryant-
Deason
Trial Date: None set
Action Filed: June 30, 2011

1 Good cause appearing herein, the Court finds that the settlement between Plaintiff People of
2 the State of California *ex rel.* Department of Toxic Substances Control and Defendant Advanced
3 Cleanup Technologies, Inc., a corporation is fair and in the public interest. Accordingly, the
4 Stipulation for Settlement and Entry of Judgment on Consent and Permanent Injunction entered
5 into by Plaintiff, the People of the State of California, and Defendant Advanced Cleanup
6 Technologies, Inc., a corporation, a true and correct copy of which is attached hereto as Exhibit
7 A, is approved, and the Final Judgment on Consent and Permanent Injunction is entered as
8 provided therein.

9
10 **IT IS SO ORDERED.**

11
12
13 Dated: NOV 11 2011, 2011

Susan Bryant-Deason

The Honorable Susan Bryant Deason
Judge, Los Angeles County Superior Court

EXHIBIT A

COPY -

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County of Los Angeles

NOV 11 2011

John A. Clarke, Executive Officer/Clerk
By Atty Wilson Deputy

8 *Attorneys for Plaintiff*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 LOS ANGELES DIVISION
12

13
14 **PEOPLE OF THE STATE OF**
15 **CALIFORNIA ex rel. CALIFORNIA**
16 **DEPARTMENT OF TOXIC**
17 **SUBSTANCES CONTROL,**

18
19 **ADVANCED CLEANUP**
20 **TECHNOLOGIES, INC. a Corporation,**
21 **and Does 1-20,**
22
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Plaintiff,

v.

Defendant.

Case No. BC464611

**STIPULATION FOR SETTLEMENT
AND ENTRY OF JUDGMENT AND
PERMANENT INJUNCTION**

(Code of Civil Procedure 664.6)

Dept: 52
Judge: The Honorable Susan Bryant-
Deason
Trial Date: None set
Action Filed: June 30, 2011

23 Plaintiff People of the State of California *ex rel.* Department of Toxic Substances Control
24 ("Plaintiff," or the "Department") and Defendant Advanced Cleanup Technologies, Inc., a
25 Corporation (collectively referred to herein as "the Parties") enter into this Stipulation for
26 Settlement and Entry of Judgment and Permanent Injunction ("Stipulation") and stipulate as
27 follows:
28 ///

1 **1. THE FIRST AMENDED COMPLAINT**

2 On August 18, 2011, Plaintiff filed a First Amended Complaint for Civil Penalties and
3 Injunctive Relief pursuant to the California Hazardous Waste Control Law, Health and Safety
4 Code section 25100 et seq. ("HWCL") and its implementing regulations against Defendant as a
5 generator and operator of a transporter business located at 18414 South Santa Fe Avenue, Rancho
6 Dominguez, CA 90221 (the "Facility") where hazardous waste is generated, transported and
7 managed.

8 **2. AGREEMENT TO SETTLE DISPUTE**

9 The parties enter into this Stipulation pursuant to a compromise and settlement of disputed
10 claims by mutually consenting to the entry by the Superior Court of the County of Los Angeles
11 (the "Court") of the Final Judgment on Consent and Permanent Injunction in the form attached as
12 Exhibit 1 ("Judgment"), a copy of which is submitted separately herewith. The Parties are each
13 represented by counsel. The Department is represented by the Office of the Attorney General,
14 and Defendant is represented by the law firm of O'Rourke, Fong & Manoukian. This Stipulation
15 and the Judgment were negotiated and executed in good faith and at arms' length by the
16 Department and by Defendant to avoid expensive and protracted litigation regarding the alleged
17 violations of the HWCL and to further the public interest.

18 **3. JURISDICTION AND VENUE**

19 The Department and Defendant agree that this Court has subject matter jurisdiction over
20 the matters alleged in the First Amended Complaint and personal jurisdiction over the Defendant.
21 Venue is proper pursuant to Health and Safety Code section 25183.

22 **4. WAIVER OF HEARING AND TRIAL AND ENTRY OF JUDGMENT**

23 By signing and entering into this Stipulation, Defendant waives its right to a trial on
24 matters alleged in the First Amended Complaint. Further, the Department and Defendant request
25 entry of the Judgment on the terms set forth in this Stipulation.

26 **5. APPLICABILITY**

27 The provisions of this Stipulation and the Judgment shall apply to and be binding on:
28 Advanced Cleanup Technologies, Inc., a corporation, its subsidiaries and divisions, its parent

1 companies, its officers and directors, its successors and assignees or other entities, acting by,
2 through, under or on behalf of Advanced Cleanup Technologies, Inc., and (2) the Department and
3 any successor agency of the Department that may have responsibility for and jurisdiction over the
4 subject matter of this Judgment.

5 **6. DEFINITIONS**

6 Except where otherwise expressly defined in this Stipulation, all terms shall be interpreted
7 consistent with Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety Code
8 and the regulations promulgated under these chapters.

9 "Facility" means the transporter business located at 18414 South Santa Fe Avenue,
10 Rancho Dominguez, California 90221, where hazardous waste is generated, transported and
11 managed by Defendant.

12 "Hazardous waste" shall have the definition in California Health and Safety Code section
13 27117.

14 The "Hazardous Waste Control Law" and "HWCL" refer to Chapter 6.5 of Division 20 of
15 the California Health and Safety Code, § 25100 et seq. and the implementing regulations,
16 California Code of Regulations, Title 22, Chapter 10, § 66260.1 et. seq.

17 "Hazardous waste management" shall have the definition in California Health and Safety
18 Code section 25117.2.

19 **7. SETTLEMENT**

20 The Department and Defendant enter into this Stipulation as a compromise and settlement
21 of disputed claims for the purpose of avoiding prolonged and complicated litigation and in
22 furtherance of the public interest. The Department and Defendant both request entry of judgment
23 on the terms set forth in this Stipulation. The Department and Defendant agree that there has
24 been no adjudication of any fact or law.

25 **8. INJUNCTION**

26 A. Advanced Cleanup Technologies, Inc. shall not store hazardous waste at the Facility
27 without first obtaining the requisite hazardous waste storage permit or other authorization from
28 the Department.

1 B. Advanced Cleanup Technologies, Inc. shall only operate with a valid transporter
2 registration.

3 **9. MONETARY SETTLEMENT REQUIREMENTS**

4 A. Judgment shall be entered in this matter for a civil penalty in the amount of thirty five
5 thousand two hundred dollars (\$35,200) which is the full amount of civil penalties in this matter.
6 However, in settlement of this matter, and provided Advanced Cleanup Technologies, Inc. fully
7 complies with the injunctive provisions specified in Section 8 above, does not commit a Class I
8 violation of the HWCL in connection with the ownership and operation of the Facility as
9 provided in section 10A below, and makes all payments specified in Section 9B below in a timely
10 manner, Defendant's obligations pursuant to this Stipulation and the Judgment regarding
11 penalties will be fully satisfied.

12 B. Defendant shall pay the Department the sum of thirty thousand dollars (\$30,000) in
13 civil penalties as follows: (1) fifteen thousand dollars (\$15,000) within fifteen days of entry of
14 this Judgment; and (2) fifteen thousand dollars (\$15,000) on or before December 30, 2011.

15 C. All payments by Defendant to the Department pursuant to this Stipulation and the
16 Judgment shall be made by cashier's check, payable to the California Department of Toxic
17 Substances Control, and shall bear the following notation: "Advanced Cleanup Technologies,
18 Inc., BC464611" and shall be sent to:

19
20 Department of Toxic Substances Control
21 Accounting Office
22 1001 I Street, 21st Floor
23 P.O. Box 806
24 Sacramento, CA 95812-0806

25 An electronic (i.e., Adobe PDF) copy or paper photocopy of all checks and payments made
26 pursuant to the Judgment shall be sent, at the same time, to:

27 Roberto Kou
28 Acting Branch Chief
Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, CA 91311-6505
Rkou@dtsc.ca.gov

1 Debra Schwartz, Senior Staff Counsel
2 Office of Legal Counsel
3 Department of Toxic Substances Control
4 9211 Oakdale Avenue
5 Chatsworth, CA 91311-6505
6 Dschwartz@dtsc.ca.gov

7 and to

8 Olivia W. Karlin
9 Deputy Attorney General
10 Attorney General's Office
11 300 South Spring Street
12 Los Angeles, CA 90013
13 Olivia.Karlin@doj.ca.gov

14 **10. SATISFACTION OF CIVIL PENALTY PAYMENT REQUIREMENT**

15 A. If within five (5) years after the date of entry of the Judgment, the Department
16 determines that Defendant: (a) commits one or more Class I violations of the Hazardous Waste
17 Control Law (Class I violation as defined by California Code of Regulations, title 22, section
18 66260.10) or (b) violates an injunctive provision of this Stipulation or the Judgment, then the full
19 amount of the thirty five thousand two hundred dollar (\$35,200) penalty, plus interest, will be
20 immediately due and payable to the Department, less any payment previously made by or on
21 behalf of Defendant to the Department.

22 B. If the Department determines that Defendant has defaulted under the terms of this
23 Stipulation or the terms of the Judgment, the Department will provide Defendant with written
24 notice of the default. Such written notice constitutes Defendant's notice of its reasonable
25 opportunity to cure the default on the terms required by the Department. If Defendant fails to
26 cure the default within thirty calendar days of the date of the notice, the Department may proceed
27 to pursue all its rights and remedies to enforce the Judgment. Provided however, that nothing
28 herein is intended, or shall be construed, to preclude the Department from initiating an
enforcement action against Defendant, as an alternative to enforcement of this Stipulation and the
Judgment, for any violations of the HWCL not alleged to date by the Department against
Defendant.

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1 **11. NOTICE**

2 A. All submissions and notices required by this Stipulation and the Judgment shall be in
3 writing, and shall be sent to:

4 For the Plaintiff:
5 Roberto Kou
6 Acting Branch Chief
7 Department of Toxic Substances Control
8 9211 Oakdale Avenue
9 Chatsworth, CA 91311-6505
10 Rkou@dtsc.ca.gov

11 Debra Schwartz, Senior Staff Counsel
12 Office of Legal Counsel
13 Department of Toxic Substances Control
14 9211 Oakdale Avenue
15 Chatsworth, CA 91311-6505
16 Dschwartz@dtsc.ca.gov

17 Olivia W. Karlin
18 Deputy Attorney General
19 Attorney General's Office
20 300 South Spring Street
21 Los Angeles, CA 90013
22 Olivia.Karlin@doj.ca.gov

23 For Defendant:

24 Ruben Garcia
25 Advanced Cleanup Technologies, Inc.
26 18414 South Santa Fe Avenue
27 Rancho Dominguez, CA 90221

28 Christian Setian
 O'Rourke, Fong & Manoukian
 100 W. Broadway, suite 1250
 Glendale, CA 91210

 All approvals and decisions regarding any matter requiring approvals or decisions under
the terms of this Stipulation and the Judgment shall be communicated in writing. Each Party may
change its respective representative(s) for purposes of notice by providing the name and address
of the new representative, in writing, to all Parties. Any such change will take effect within 7
calendar days of the date of the written notice.

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1 **12. AUTHORITY TO ENTER STIPULATION**

2 Each signatory to this Stipulation certifies that he or she is fully authorized by the party he
3 or she represents to enter into this Stipulation, to execute it on behalf of the party represented, and
4 to legally bind that party.

5 **13. NO WAIVER OF RIGHT TO ENFORCE**

6 The failure of the Department to enforce any provision of the Stipulation or Judgment
7 shall neither be deemed a waiver of such provision, nor in any way affect the validity of the
8 Judgment or the Department's enforcement authority. The failure of the Department to enforce
9 any such provision of this Stipulation or the Judgment shall not preclude it from later enforcing
10 the same or other provisions. No oral advice, guidance, suggestions, or comments by employees
11 or officials of the Department or Defendant, or people or entities acting on behalf of Defendant,
12 regarding matters covered in this Stipulation or the Judgment, shall be construed to relieve
13 Defendant of its obligations under this Stipulation or the Judgment.

14 **14. APPLICATION OF CONSENT JUDGMENT**

15 Both this Stipulation and the Judgment shall apply to and be binding on the Department
16 and upon Defendant, and upon their successors and assigns.

17 **15. EFFECT OF STIPULATION AND JUDGMENT**

18 Except as expressly provided in this Stipulation or in the Judgment, nothing herein is
19 intended, nor shall it be construed, to preclude the Department, or any state, county, or local
20 agency, department board or entity, or any CUPA, from exercising its authority under any law,
21 statute, or regulation.

22 **16. NO LIABILITY OF THE DEPARTMENT**

23 The Department shall not be liable for any injury or damage to persons or property
24 resulting from acts or omissions by Defendant, its officers, directors, employees, agents,
25 representatives, or contractors, in carrying out activities pursuant to this Stipulation or the
26 Judgment, nor shall the Department be held as a party to or guarantor of any contractor entered
27 into by Defendant, its officers, directors, employees, agents, representatives, or contractors, in
28 carrying out the requirements of this Stipulation or the Judgment.

1 **17. FUTURE REGULATORY CHANGES**

2 Nothing in this Stipulation or in the Judgment shall excuse Defendant from meeting any
3 more stringent requirements that may be imposed by applicable law or by changes in the
4 applicable law. To the extent future statutory and regulatory changes make Defendant's
5 obligations less stringent than those provided for in this Stipulation or in the Judgment, Defendant
6 may apply to this Court by noticed motion to modify the obligations contained herein.

7 **18. INTEGRATION**

8 This Stipulation and the Judgment constitute the entire agreement between the Parties, and
9 may not be amended or supplemented except as provided for in this Stipulation or in the
10 Judgment. No oral representations have been made or relied on other than as expressly set forth
11 herein.

12 **19. RETENTION OF JURISDICTION**

13 The Parties agree that the Court has continuing jurisdiction to interpret and enforce the
14 provisions of this Stipulation and the Judgment.

15 **20. EQUAL AUTHORSHIP**

16 This Stipulation and the Judgment shall be deemed to have been drafted equally by all
17 Parties hereto. The Parties agree that the rule of construction holding that ambiguity is construed
18 against the drafting party shall not apply to the interpretation of this Stipulation or the Judgment.

19 **21. AMENDMENTS TO THIS STIPULATION AND THE JUDGMENT**

20 This Stipulation and the Judgment may only be amended pursuant to a written agreement
21 signed by all the Parties, followed by written approval by the Court.

22 **22. COUNTERPARTS**

23 This Stipulation may be executed in several counterpart originals, all of which taken
24 together shall constitute an integrated document.

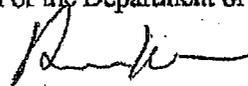
25 **23. ENTRY OF JUDGMENT PURSUANT TO STIPULATION**

26 The Parties further stipulate that upon approval of this Stipulation by the Court, the Court
27 shall enter the Judgment in this matter in the form set forth in the attached Exhibit 1. The
28 effective date of this Stipulation is the date this Stipulation is filed with the Court. The effective

1 date of the Judgment is the date the Judgment is entered by the Court. If the Court does not
 2 approve this Stipulation and the Judgment in the form and substance proposed in Exhibit 1 hereto,
 3 each party reserves the right to withdraw both the Stipulation and the Judgment upon written
 4 notice to all Parties and the Court.

5
 6 **IT IS SO STIPULATED.**

7
 8 Dated: ~~October~~ ^{Nov 3} _____, 2011

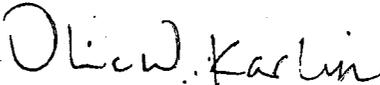
For the Department of Toxic Substances Control

 Roberto Kou
 Acting Performance Manager
 Department of Toxic Substances Control

12
 13 Dated: October 27, 2011

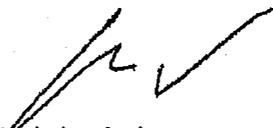
For Defendant:

 Ruben Garcia
 Advanced Cleanup Technologies, Inc. a
 Corporation

18
 19 Approved as to form:

KAMALA D. HARRIS
 Attorney General of California

 OLIVIA W. KARLIN
 Deputy Attorneys General
 Attorneys for Plaintiff

24
 25
 26
 27
 28 Dated: ~~October~~ ^{Nov.} 3, 2011

O'Rourke, Fong & Manoukian

 Christian Setian

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IT IS SO ORDERED.

Dated: November 10, 2011

Susan Bryant-Deason

The Honorable Susan Bryant-Deason
Judge, Los Angeles County Superior Court