STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of: Pacific Environmental & Abatement Solutions, Inc. 12821 Western Avenue, Suite D Garden Grove, California 92841 EPA ID No. CAL000373611 Respondent.	Docket No. HWCA 2015-7210 CONSENT ORDER Health and Safety Code Section 25187

The State Department of Toxic Substances Control (Department) and Pacific Environmental & Abatement Solutions, Inc., a California corporation, (Respondent) enter into this Consent Order and agree as follows:

1. Respondent handles and transports hazardous waste (Registration # 6093, Expiration date, April 30, 2015) at the following site: 12821 Western Avenue, Suite D, City of Garden Grove, California, 92841 (Site).

2. The Department inspected the Site on June 11, 12 and 15, 2015.

3. The Department alleges the following violations:

3.1 Respondent violated Health and Safety Code, section 25201(a) and California Code of Regulations, title 22, section 66263.18 (b)(1) in that on or about June 11, 2015, Respondent stored hazardous waste at the Site without authorization from the Department. Respondent held 150 loads of manifested hazardous waste for more than ten days between 2013 up to the date of inspection, June 11, 2015, in an area zoned industrial by the local planning agency.

3.2 Respondent violated Health & Safety Code, section 25163(a) (1), in that on or about July 10, 2015, Respondent transported hazardous waste in a vehicle without a valid registration issued by the Department in his or her possession while transporting the hazardous waste. Respondent transported a total of 25 loads of manifested hazardous waste from May 3, 2015 to June 11, 2015, without a valid transporter registration; Respondent's hazardous waste transporter registration expired on April 30, 2015.

3.3 Respondent violated Health & Safety Code, section 25160.7, in that on or about July 10, 2015, Respondent's driver who transported hazardous waste in a vehicle did not possess "any endorsement required to lawfully operate the transport vehicle with its intended load." Respondent's driver transported 25 loads of friable asbestos, a hazardous waste, without the proper Department of Motor Vehicle endorsement on his driver's license.

4. A dispute exists regarding the alleged violations.

5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code section 25187.

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order shall constitute full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

9. Admissions: Respondent admits the violations as alleged in Section 3

SCHEDULE FOR COMPLIANCE

10. Respondent shall comply with the following:

10. 1. Respondent has ceased the transportation of hazardous waste on June 11, 2015 and has contracted Earthwise Transporter, a registered hauler to transport all asbestos waste generated by Respondent at the job sites.
shall operate hereafter in a manner that shall prevent recurrences of the violations cited herein.

10.2. Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent to:

Alfredo Rios, Branch Chief
Enforcement and Emergency Response Division
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

10.3. Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

10.4. Department Review and Approval: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect public health or safety or the environment, the Department may:

a. Modify the document as deemed necessary and approve the document as modified; or

b. Return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

10.5. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

10.6. Endangerment during Implementation: In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further implementation for such period of time as needed to abate the endangerment. Any deadline in this Consent Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

10.7. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

10.8. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any

agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

10.9. Sampling, Data, and Document Availability: Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department

in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

10.10. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

10.11. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

10.12. Incorporation of Plans and Reports: All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.

10.13. Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order, the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

10.14. Extension Approvals: If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

10.15. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages

for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

10.16. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Consent Order.

10.17. Compliance with Waste Discharge Requirements: Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board.

PAYMENTS

11. Respondent shall pay the Department a total penalty in the amount of $60,000 dollars.

11.1 The monetary penalty shall be paid in eleven payments. Respondent shall submit the first payment in the amount of $10,000 dollars within 30 days of the effective day of the Consent Order. The remaining ten payments, each one in the amount of $5000.00 dollars, shall be submitted to the Department in accordance with the schedule on the Payment Voucher attached and incorporated into this Consent Order. Respondent's check shall be made payable to Department of Toxic Substances Control, shall include Docket Number HWCA 2015-7210, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent to:

Alfredo Rios, Branch Chief
Enforcement and Emergency Response Division
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

and

Vivian Murai
Office of Legal Counsel
Department of Toxic Substances Control
1001 I Street, MS-23A
P. O. Box 806
Sacramento, California 95812-0806
(or a PDF by e-mail to vmurai@dtsc.ca.gov)

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

12.4. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

12.5. Integration: This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

12.6. Representative Authority: By signing below, the Respondent certifies that the individual has all necessary authority to execute this Consent Order and

bind Respondent to the terms of this Consent Order. Respondent also agrees to bear and reimburse all costs incurred to correct any issues arising from any defect in its signatory's authority.

Signature on Original

Dated: 9-19-17

Joe Anthony Abreu, Secretary
Pacific Environmental & Abatement
Solutions, Inc.

Signature on Original

Dated: 9-19-2017

Alfredo Rios Branch Chief
Enforcement and Emergency Response Division
Department of Toxic Substances Control

PAYMENT VOUCHER

Docket No.: HWCA 2015-7210
Respondent: Pacific Environmental & Abatement Solutions, Inc.
EPA ID No.: CAL000373611
County: Orange

Total Payment Due: $60,000.00
Administrative Costs: $0.0

Payment No.	Due Date	Amount Due
1.	October 19, 2017	$10,000
2.	November 20, 2017	$5,000
3.	December 19, 2017	$5,000
4.	January 19, 2018	$5,000
5.	February 19, 2018	$5,000
6.	March 21, 2018	$5,000
7.	April 20, 2018	$5,000
8.	May 21, 2018	$5,000
9.	June 20, 2018	$5,000
10.	July 20, 2018	$5,000
11.	August 20, 2018	$5,000

INSTRUCTIONS: See section 11.1 of the Consent Order.

- Make your check payable to the Department of Toxic Substances Control
- Label your check with the Docket number above
- Deliver a copy of this Payment Voucher with your check to:

  Department of Toxic Substances Control
  Accounting Office
  1001 I Street, 21st floor
  P. O. Box 806
  Sacramento, California 95812-0806

- Send a photocopy of the check to others as under section 11.1