

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Rho-Chem, LLC,  
Stericycle, Inc.  
425 Isis Avenue  
Inglewood, CA 90301

ID No. (CAD008364432)

Respondents.

Docket HWCA 2018-7423

CONSENT ORDER

Health and Safety Code  
Section 25187

The State Department of Toxic Substances Control (Department) and Rho-Chem, LLC and Stericycle, Inc. (Respondents) (collectively the Parties) enter into this Consent Order and agree as follows:

1. The Rho-Chem, LLC facility is a hazardous waste facility which provides services including hazardous waste transfer, storage, consolidation, laboratory packing/de-packing, liquid fuel blending, solvent recycling, and solvent distribution. The Rho-Chem, LLC facility is located in Inglewood, California (Site). Rho-Chem, LLC's manager is Stericycle, Inc.

1.1 Authorization Status: Under the California Hazardous Waste Control Law (HWCL) (Health and Safety Code, section 25100 *et seq.*) Respondents are authorized under a Hazardous Waste Facility Permit (Permit) to conduct hazardous waste treatment and storage. The Department issued the Permit on August 28, 2008.

2. The Department conducted a non-financial record review of the Site February 29, 2016, and March 1, 8, 9, and 10, 2016.

3. The Department alleges the following violations:

3.1. Respondent violated California Code of Regulations, Title 22, section 66264.147(f) in that on or about February 29, 2016, the Respondents stored ignitable waste in Area A less than 50 feet from the property line. The Department confirmed during a Comprehensive Evaluation Inspection conducted on February 15, 2018, that the facility was no longer storing hazardous waste less than 50 feet from the property line. Respondents have returned to compliance regarding this violation.

3.2. Respondents violated Health and Safety Code section 25202(a), Part IV Permitted Units and Activities; 1. Unit Name: Area A, Drum Yard" authorized RCRA Waste Codes and California Waste Codes; Permit Table 2; in that on or about February 29, 2016, the Respondents stored unauthorized waste types in Area A. Respondents have returned to compliance regarding this violation.

3.3. Respondents violated California Code of Regulations, Title 22, section 66264.73(b)(2) in that on or about February 29, 2016, the Respondents did not keep an accurate record of the location of each hazardous waste and quantity at each location.

3.4. Respondents violated Health and Safety Code section 25202 and California Code of Regulations, Title 22, section 66270.42 (b), 66270.42.5 (d)(1) and Appendix I, item G(2) in that prior to February 29, 2016, Respondents replaced a portion of a permitted hazardous waste treatment unit without prior authorization to wit: Respondents replaced the Area E-BD, Batch Distillation System's boiler with a steam generator without applying for or receiving an appropriate permit modification. Respondents have returned to compliance regarding this violation.

3.5. Respondents violated California Code of Regulations, Title 22, section 66264.113 in that that on or about February 29, 2016, the Respondents failed to complete closure activities in accordance with an approved closure plan and obtain certification by a professional engineer regarding the closure of a permitted unit "Area C-FC Fractionation Column".

3.6. Respondents violated California Code of Regulations, Title 22, section 66264.113 in that that on or about February 29, 2016, the Respondents failed to complete closure activities in accordance with an approved closure plan and obtain certification by a professional engineer regarding the closure of the permitted unit "Area E-TFE, Thin Film Evaporator."

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

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

6. This Consent Order shall constitute full settlement of the violations alleged above arising from the February 29, 2016 through March 10, 2016 inspection. This Consent Order does not limit the Department from taking appropriate enforcement action concerning other violations unrelated to the February 29, 2016 through March 10, 2016 inspections.

7. Respondents agree that, solely for purposes of subsection (a) and (b) below (hereinafter "Defined Situations"):

(a) a future Department enforcement action for new violations; and

(b) a permitting proceeding, decision, and/or process regarding Respondents as an applicant for or a holder of a hazardous waste facility permit and/or hazardous waste transporter registration, including, but not limited to, any

decision made pursuant to California Health and Safety Code, division 20, chapter 6.5, article 8; California code of Regulations, title 22, section 66270.43; and California Code of Regulations, title 22, division 4.5, chapter 21, article 3, the violations alleged in this Consent Order will be deemed proven without any need for testimony or other evidence. Respondents agree that the violations alleged in the Consent Order may be used by the Department in the Defined Situations as a basis for enhanced penalties or permitting proceeding(s), decision(s) and/or process(es). Further, Respondents agree not to dispute the facts underlying the violations alleged in the Consent Order or the Department's use of the violations alleged in the Consent Order as a basis for enhanced penalties or for permitting proceeding(s) and/or decision(s) and/or process(es). If the Department seeks to use the violations alleged in the Consent Order, Respondents agree that, in any of the Defined Situations, they will not assert any defenses based on the passage of time, including, but not limited to, laches, estoppel, and statute of limitations.

8. Respondents waive any right to a hearing in this matter.

#### PAYMENTS

9. Within 30 days of the effective date of this Consent Order, Respondents shall pay the Department a total of forty-seven thousand five hundred dollars (\$47,500) in administrative penalties. Respondents' check shall be made payable to Department of Toxic Substances Control, 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: Evelina Rayas  
Branch Chief  
Enforcement and Emergency Response Program  
Department of Toxics Substances Control  
9211 Oakdale Avenue  
Chatsworth, California 91311

Stephanie Lai  
Office of Legal Counsel  
Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, California 94710

If Respondents fail to make payment as provided above, Respondents agree 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.

#### OTHER PROVISIONS

10. 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 Respondents, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondents may be required to take further actions as are necessary to protect public health or welfare or the environment.

11. 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 Respondents in carrying out the terms of this Consent Order; and conducting such tests as the Department may deem necessary. Respondents 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.

12. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondents or related parties specified in paragraph 17, 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 Respondents or their agents in carrying out activities pursuant to this Consent Order.

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

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.

15. 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.

16. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondents 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.

17. Parties Bound: This Consent Order shall apply to and be binding upon Respondents and their 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.

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

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

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

21. Authority to Enter into Stipulation and Order: Each signatory to this Consent Order certifies that he or she is fully authorized by the Party he or she represents to enter into this Consent Order, to execute it on behalf of the Party.

22. Counterparts: This Consent Order may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Dated: January 8, 2020

ORIGINAL SIGNED

Kurt Rogers  
Executive Vice President & General  
Counsel  
General Counsel  
Stericycle, Inc  
2355 Waukegan Road,  
Bannockburn, IL 60015

Dated: Jan. 9, 2020

ORIGINAL SIGNED

Evelina Rayas  
Branch Chief  
Enforcement and Emergency Response  
Division  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, CA 01311



Brenda J. Ott  
Direct Dial: 847-664-4695  
[brenda.ott@stericycle.com](mailto:brenda.ott@stericycle.com)

January 8, 2020

**VIA UPS OVERNIGHT MAIL**

Ms. Evelina Rayas, Branch Chief  
DTSC  
9211 Oakdale Avenue  
Chatsworth, CA 91311

**Re: In the Matter of: Rho-Chem, LLC, Stericycle, Inc. – Revised Consent Order**

Dear Ms. Rayas:

Enclosed please find the revised Consent Order in this matter signed by Kurt Rogers of Stericycle. Once counter-signed, please email a copy of the fully-executed Order to me so that I can get the check request process underway for timely payment within 30 days.

Should you have any questions, please contact me. Thank you very much.

Cordially,

**ORIGINAL SIGNED**

Brenda J. Ott  
Senior Paralegal

Enclosure

cc: Chris Law (via email)