

**FILED**  
San Francisco County Superior Court

DEC 07 2020

CLERK OF THE COURT

BY:  Deputy Clerk

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Attorney General of the State of California  
HARRISON POLLAK  
Supervising Deputy Attorney General  
ANDREW WIENER, State Bar No. 282414  
Deputy Attorneys General  
1515 Clay Street, 20th Floor  
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Email: Andrew.Wiener@doj.ca.gov

*Attorneys for the People of the State of California,  
ex rel. Meredith J. Williams, Director, California  
Department of Toxic Substances Control*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

**PEOPLE OF THE STATE OF  
CALIFORNIA, ex rel. MEREDITH J.  
WILLIAMS, DIRECTOR, CALIFORNIA  
DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL,**

Plaintiff,

v.

**ZARC INTERNATIONAL, LLC,**

Defendant.

Case No. CGC-20-585506

  
**[PROPOSED] FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION ON CONSENT**

Having reviewed the Stipulation for Entry of Order and Final Judgment on Consent (the "Stipulation") executed by Plaintiff the People of the State of California, ex rel. Meredith J. Williams, Director, California Department of Toxic Substances Control ("DTSC") and Defendant Zarc International, LLC, and good cause appearing herein, the Court finds that the settlement between the Plaintiff and the Defendant as set forth in the Stipulation is fair and in the public interest and approves the Stipulation.

Accordingly, the Court enters this Final Judgment on Consent on the terms set forth in

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the Stipulation.

**IT IS SO ORDERED AND ADJUDGED.**

DATED: Dec. 7, 2020

Original signed by Judge Ethan P. Schulman  
HON. JUDGE OF THE SUPERIOR COURT

**ETHAN P. SCHULMAN**

1 XAVIER BECERRA  
Attorney General of the State of California  
2 HARRISON POLLAK  
Supervising Deputy Attorney General  
3 ANDREW WIENER, State Bar No. 282414  
Deputy Attorney General  
4 1515 Clay Street, 20th Floor  
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6 Fax: (510) 622-2270  
Email: Andrew.Wiener@doj.ca.gov

7 *Attorneys for the People of the State of*  
8 *California, ex rel. Meredith J. Williams,*  
9 *Director, California Department of Toxic*  
*Substances Control*

**EXEMPT FROM  
FILING FEES  
GOVERNMENT CODE § 6103**

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*

**11/05/2020**  
**Clerk of the Court**  
BY: ERNALYN BURA  
Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SAN FRANCISCO

13  
14 **PEOPLE OF THE STATE OF**  
15 **CALIFORNIA, ex rel. MEREDITH J.**  
16 **WILLIAMS, DIRECTOR, CALIFORNIA**  
17 **DEPARTMENT OF TOXIC**  
18 **SUBSTANCES CONTROL,**

Plaintiff,

v.

19 **ZARC INTERNATIONAL, LLC,**

20 Defendant.

Case No. CGC-20-585506

**STIPULATION FOR ENTRY OF  
JUDGMENT AND PERMANENT  
INJUNCTION ON CONSENT**

(Code of Civ. Proc. § 664.6)

22 Plaintiff, the People of the State of California, ex rel. Meredith J. Williams, Director,  
23 California Department of Toxic Substances Control (the “Department”), and Defendant ZARC  
24 International, LLC (“ZARC”), collectively the “Parties” and individually a “Party,” enter into  
25 this Stipulation for Entry of Judgment and Permanent Injunction on Consent (“Stipulation”)  
26 and stipulate as follows.  
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**A. THE COMPLAINT AND INTRODUCTION**

1. The Department filed this enforcement action against ZARC for Civil Penalties and Injunctive Relief (“Complaint”) under the California Hazardous Waste Control Law, Health and Safety Code section 25100 et seq., (“HWCL”) and its implementing regulations, California Code of Regulations, title 22, division 4.5, section 66260.1, et seq. (“Title 22”) in connection with ZARC’s handling and treatment of electronic waste at its facility located at 115 Park Lane, Brisbane, California 94005 (the “Brisbane Facility”). As noted in the Complaint, ZARC no longer owns or operates the Brisbane Facility.

2. ZARC still operates as a universal waste handler at two other locations: (1) 26 South Linden Avenue, South San Francisco, California 94080 (the “South San Francisco Facility”) (ZARC’s principal place of business); and (2) 2422 South California Street, Stockton, California 95206 (the “Stockton Facility”). While the violations alleged in the Complaint occurred at the Brisbane Facility, the Parties agree that this Stipulation applies to the South San Francisco Facility, the Stockton Facility, and any other facility ZARC may own or operate at the time of, or following, the Effective Date (as defined in paragraph 11 below) of this Stipulation (referred to collectively herein as the “Facilities”).

3. On or about January 21, 2016, April 25, 2017, May 2, 2017, December 19, 2017, and December 28, 2017, the Department conducted onsite inspections of the Brisbane Facility and observed multiple violations of the HWCL.

4. The Department also reviewed ZARC’s financial assurance mechanisms and observed multiple violations of the HWCL.

1           5.       As set forth more fully in the Complaint in this action, the Department  
2 alleges that ZARC violated the HWCL and Title 22 by: failing to establish and demonstrate  
3 financial responsibility for sudden liability; failing to establish and demonstrate financial  
4 assurance for closure care; failing to establish and demonstrate a standby trust fund;  
5 improperly treating universal waste; improperly handling universal waste; failing to  
6 properly label hazardous waste; and failing to prevent the release of electronic device  
7 components.

8           **B.     AGREEMENT TO SETTLE DISPUTE**

9           6.       The Parties enter into this Stipulation pursuant to a compromise and  
10 settlement and mutually consent to the entry by the Superior Court of the State of California  
11 for the County of San Francisco (“Court”) of the agreed upon Judgment on Consent and  
12 Permanent Injunction (“Judgment”), which is lodged concurrently with this Stipulation. A  
13 copy of the Proposed Judgment is attached to this Stipulation as Exhibit 1. The Office of  
14 the Attorney General of California represents the Department, and the Law Office of Gerald  
15 Beaudoin represents ZARC. This Stipulation and the proposed Final Judgment were  
16 negotiated in good faith and at arms’ length by the Parties to avoid expensive and  
17 protracted litigation regarding the alleged violations of the HWCL and Title 22 and to  
18 further the public interest. If the Court does not approve this Stipulation and the agreed  
19 upon Final Judgment in the form and substance proposed in Exhibit 1, each Party reserves  
20 the right to withdraw both the Stipulation and the Proposed Final Judgment, upon written  
21 notice to all Parties and to the Court.

22           **C.     JURISDICTION AND VENUE**

23           7.       The Parties agree and hereby stipulate that for purposes of this Stipulation  
24 and the Judgment, the Court has subject matter jurisdiction over the matters alleged in the  
25 Complaint, personal jurisdiction over the Parties, and that venue in this Court is proper  
26 under Health and Safety Code sections 25181 and 25183.

27           **D.     WAIVER OF HEARING AND TRIAL AND ENTRY OF JUDGMENT**

28

1           8.       By signing and entering into this Stipulation, ZARC waives its right to a  
2 hearing and trial on the matters alleged in the Complaint and waives its right to appeal.

3           **E.    APPLICABILITY**

4           9.       This Stipulation and the Judgment shall apply to and be binding on: (1) the  
5 Department and any successor agency, and (2) ZARC, and its owners, officers, directors,  
6 managers, employees, any other individual acting under ZARC’s control, and any successors and  
7 assigns in their official capacity. For purposes of this Stipulation and Judgment, ZARC’s outside  
8 counsel in this matter, Gerald Beaduoin, is not considered to be within ZARC’s control.

9           **F.    DEFINITIONS**

10          10.       Except where otherwise expressly defined herein, all terms in this  
11 Stipulation shall be interpreted as set forth in, and consistent with, the HWCL and Title 22.

12          11.       The “Effective Date” of the Final Judgement is the date the Final Judgement  
13 is entered by the Court.

14          **G.    MONETARY PAYMENTS**

15          12.       ZARC shall pay a total of \$65,000 (sixty-five thousand dollars) as set forth  
16 herein.

17               **1.    CIVIL PENALTIES**

18          13.       Within thirty (30) calendar days of the Effective Date, ZARC shall pay to  
19 the Department \$5,416 (five thousand four hundred sixteen dollars) (“Initial Department  
20 Payment”). Upon receipt of the Initial Department Payment, the Department shall notify  
21 ZARC that it has received the Initial Department Payment.

22          14.       Thereafter, ZARC shall pay to the Department five additional payments of  
23 \$5,416 (five thousand four hundred sixteen dollars) (“Additional Department Payments”).  
24 Upon receipt of the Additional Department Payments, the Department shall notify ZARC  
25 that it has received the Additional Department Payments.

26          15.       The Initial Department Payment and the Additional Department Payments  
27 shall be paid by cashier’s check made payable to the “California Department of Toxic  
28

1 Substances Control,” bearing the notation “HWCA20167262”, and sent via certified mail  
2 to:

3 Cashier  
4 Accounting Office, MS-21A  
5 Department of Toxic Substances Control  
6 P.O. Box 806  
7 Sacramento, California 95812-0806

8 An electronic (e.g., Adobe PDF) copy or paper photocopy of the Initial Department Payment and  
9 the Additional Department Payments shall be sent, at the same time, to those persons identified in  
10 Section L.

## 11 2. SUPPLEMENTAL ENVIRONMENTAL PROJECT

12 16. ZARC shall also fund a supplemental environmental project (“SEP”) with a  
13 value of \$32,500. Within thirty (30) calendar days of the Effective Date, ZARC shall pay  
14 \$32,500 (the “SEP Payment”) to fund hazardous waste training program(s) development,  
15 e.g., the development of a Universal Waste Management Module, by the California  
16 Compliance School Program at the Kern Community College District. ZARC shall make  
17 its check payable to the “California Compliance School c/o KCCD”, and direct its payment  
18 to:

19 Kern Community College District/CCS  
20 Attn: David Teasdale  
21 2100 Chester Avenue, Room 112  
22 Bakersfield, California 93301

23 17. Within thirty (30) days of completing the SEP (i.e., making the required  
24 payment), ZARC shall submit a copy of the check used to fund the SEP to those persons  
25 identified in Section L.

26 18. In recognition of the benefits of the SEP protecting public health and the  
27 environment, \$32,500 (thirty-two thousand five hundred dollars) of the penalty for the  
28 violations identified in the Complaint has been suspended pending ZARC satisfactorily  
completing the SEP. If ZARC fails to complete the SEP within the required timeframe

1 identified above, ZARC shall pay to the Department the balance of the SEP amount not  
2 expended as civil penalties. Upon proof that ZARC has completed the SEP within the  
3 required timeframe identified above, \$32,500 of the penalty for the violations identified in  
4 the Complaint shall be deemed satisfied.

5 **2. LATE PAYMENTS, POST JUDGMENT INTEREST and ENFORCEMENT**  
6 **of JUDGMENT COSTS**

7 19. ZARC shall pay a late payment of three hundred dollars (\$300) per day for  
8 each day the Department Payment or the SEP Payment is late. In addition, ZARC shall pay  
9 the Department post-judgment interest as provided in Code of Civil Procedure section  
10 685.010 (10 percent) from any date of default. If any payment due under this Stipulation is  
11 late by more than twenty days, the remaining balance plus any applicable penalty and post-  
12 judgment interest will immediately be due. Further, ZARC is obligated to pay attorneys'  
13 fees and costs incurred by the Department in enforcing the money judgment against ZARC  
14 in this matter.

15 **H. INJUNCTIVE RELIEF**

16 In connection with its operations at the Facilities, ZARC, shall be, and is permanently  
17 enjoined as follows:

18 20. Pursuant to the provisions of Health and Safety Code sections 25181 and  
19 25184, ZARC shall comply with the HWCL and Title 22 in connection with its operations.

20 21. ZARC shall comply with California Code of Regulations, title 22, section  
21 66265.147, subsection (a), which requires an owner or operator of a hazardous waste  
22 transfer, treatment, storage, or disposal facility or a group of such facilities, to establish and  
23 demonstrate to the Department financial responsibility for bodily injury and property  
24 damage to third parties caused by sudden accidental occurrences arising from operations of  
25 the facility or group of facilities.



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22. ZARC shall comply with California Code of Regulations, title 22, section 66265.143, which requires an owner or operator of a hazardous waste transfer, treatment, storage, or disposal facility, and universal waste handlers that treat electronic waste, to establish and demonstrate financial assurance for closure care.

23. ZARC shall comply with California Code of Regulations, title 22, section 66273.75, subsection (a)(3), which requires that a universal waste handler who treats electronic devices, residual printed circuit boards, and/or cathode ray tubes (CRTs) shall conduct treatment activities over, or in, a containment device sufficient in size and construction to contain any materials that might be released to the environment under reasonably foreseeable conditions.

24. ZARC shall comply with California Code of Regulations, title 22, section 66273.75, subsection (a)(2), which requires that a universal waste handler who treats electronic devices, residual printed circuit boards, and/or CRTs to ensure that all mercury-containing lamps, capacitors containing polychlorinated biphenyls, and other components containing fluids that would be identified as hazardous wastes, are removed prior to treatment that may release the fluids such as cutting, sawing, breaking, shredding, crushing, grinding, screening, sieving, acceleration, or compacting.

25. ZARC shall comply with California Code of Regulations, title 22, section 66273.33, subsection (b)(1), which requires a universal waste handler to contain lamps in a container or package that is structurally sound and adequate to prevent breakage. It further requires that such container or package shall remain closed and shall lack evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions.

1           26.     ZARC shall comply with California Code of Regulations, title 22, section  
2 66273.72, subdivision (a)(4)(A), which requires a universal waste handler to manage  
3 residual printed circuit boards in a manner that prevents a release to the environment by  
4 containing the residual printed circuit boards in a compatible container that is structurally  
5 sound.

6           27.     ZARC shall comply with California Code of Regulations, title 22, section  
7 66273.33.5, which requires a universal waste handler of electronic devices, CRTs, and/or  
8 CRT glass to prevent releases of any universal waste or component of a universal waste to  
9 the environment under reasonably foreseeable conditions.

10          28.     ZARC shall comply with California Code of Regulations, title 22, section  
11 66273.34, which requires universal waste handlers to label or clearly mark containers  
12 containing universal waste to identify the type of universal waste.

13          29.     ZARC shall comply with California Code of Regulations, title 22, section  
14 66273.75, subsection (b)(4), which requires that a universal waste handler maintain printed  
15 circuit boards in containers labeled “Residual Printed Circuit Boards.”

16          30.     ZARC shall comply with California Code of Regulations, title 22, section  
17 66273.35, subsection (b), which requires a universal waste handler to be able to  
18 demonstrate the length of time that the universal waste has been accumulated from the date  
19 it became a waste or was received.

20          31.     ZARC shall comply with California Code of Regulations, title 22, section  
21 66273.33.5, subsection (a)(1)(B)(1)(a), which requires a universal waste handler to contain  
22 electronic devices in a manner that prevents breakage and release of components to the  
23 environment.

24          32.     ZARC shall comply with California Code of Regulations, title 22, section  
25 66262.34, subsection (f), which requires generators who accumulate hazardous waste onsite  
26 without a permit or grant of interim status from the department to clearly mark the date  
27 upon which each period of accumulation begin.

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**I. ENFORCEMENT OF CONSENT JUDGMENT**

33. The Department has the right to enforce this Stipulation and the Judgment as provided herein and pursuant to applicable law.

34. ZARC reserves all rights to oppose any motion brought by the Department to enforce any provision of the Judgment.

35. Nothing in the forgoing is intended to, nor shall be construed to, restrict the Department’s authority to pursue a new action under the HWCL and/or Title 22 against ZARC and to seek injunctive relief and penalties, except as provided below in Section K, “Matters Covered and Reserved Claims.”

36. By filing and serving a regularly noticed motion in accordance with Code of Civil Procedure section 1005, the Department may move this Court to enforce any provision of the Judgment and to award other appropriate relief, including penalties for contempt, and/or additional penalties consistent with the provisions of the Judgment or the provisions of the HWCL.

**J. EFFECT OF CONSENT JUDGMENT**

37. Other than “Covered Matters” as defined in Section K below, nothing herein is intended, nor shall it be construed, to preclude the Department, or any state, county, or local agency, department, board, or entity from exercising its authority under any law, statute, or regulation.

1           **K.   MATTERS COVERED AND RESERVED CLAIMS**

2           38.    This Stipulation and the Judgment entered in this matter is a final and  
3 binding resolution and settlement of the violations specifically alleged by the Department  
4 against ZARC in the Complaint. The matters described in the previous sentence are  
5 “Covered Matters.” The Department reserves its authority to pursue any claim, violation,  
6 or cause of action that is not a Covered Matter (“Reserved Claims”). Any claim, violation,  
7 or cause of action that is not within Covered Matters is a Reserved Claim. Reserved Claims  
8 include, without limitation, claims for corrective action under Health and Safety Code  
9 section 25187, and claims under the Comprehensive Environmental Response,  
10 Compensation, and Liability Act (42 U.S.C., § 9601 et seq.) or the California Hazardous  
11 Substances Account Act (Health & Saf. Code, § 25300 et seq.). Nothing herein shall be  
12 interpreted to limit or restrict any claims that the Department may assert against any  
13 independent contractor or subcontractors of ZARC. The Department reserves the right to  
14 pursue any Reserved Claim, and ZARC reserves the right to assert any and all other  
15 defenses to any Reserved Claim.

16           39.    In any subsequent action that may be brought by the Department based on  
17 any Reserved Claim, ZARC agrees that it will not assert that failing to pursue such  
18 Reserved Claim as part of this action constitutes claim-splitting.

19           40.    ZARC covenants not to pursue any civil or administrative claims against the  
20 Department or against any agency of the State of California arising out of or related to any  
21 Covered Matter; provided, however, that if any agency initiates claims against ZARC that  
22 are independent of the claims asserted in this action, ZARC reserves any and all rights,  
23 claims, demands, and defenses against such agency.

24           **L.   NOTICES**

25           41.    All submissions and notices required by this Stipulation and the Final  
26 Judgement entered thereon shall be in writing and shall be sent to:

- 27           a.    For Plaintiff:  
28                Denise Tsuji, Branch Chief  
                  Enforcement and Emergency Response Division

1 Department of Toxic Substances Control  
2 8800 Cal Center Drive  
3 Sacramento, California 95826  
4 denise.tsuji@dtsc.ca.gov

5 Colin Roberts, Attorney  
6 Office of Legal Counsel, MS-23A  
7 Department of Toxic Substances Control  
8 P.O. Box 806  
9 Sacramento, California 95812-0806  
10 colin.roberts@dtsc.ca.gov

11 and

12 Andrew Wiener  
13 Deputy Attorney General  
14 Office of the Attorney General  
15 1515 Clay Street, 20th Floor  
16 Oakland, California 94612-0550  
17 Andrew.Wiener@doj.ca.gov

18 b. For ZARC:

19 Gerald J. Beaudoin, Esq.  
20 2950 Buskirk Ave., Suite 300  
21 Walnut Creek, CA 94597  
22 gjblawoffice@gmail.com

23 42. Each Party may change its respective representative(s) for purposes of notice  
24 by providing the name and address of the new representative, in writing by certified mail, to  
25 those persons identified in Section L. The change shall be effective upon receipt of the  
26 certified mail.

27 **M. NECESSITY FOR WRITTEN APPROVALS**

28 43. All notices, approvals, and decisions of the Department under the terms of  
this Stipulation or the Judgment shall be communicated to ZARC in writing. No oral  
advice, guidance, suggestions, or comments by employees or officials of the Department  
regarding submissions or notices shall be construed to relieve ZARC of its obligations to  
obtain any final written approval required by this Stipulation or the Judgment.

**N. NO LIABILITY OF THE DEPARTMENT**

1           44.     The Department shall not be liable for any injury or damage to persons or  
2 property resulting from acts or omissions by ZARC or its respective officers, directors,  
3 employees, agents, representatives, contractors, successors, or assigns, acting in concert or  
4 participating with ZARC in carrying out activities pursuant to the Judgment, nor shall the  
5 Department be held as a party to or guarantor of any contract entered into by ZARC or its  
6 respective officers, directors, employees, agents, representatives, contractors, successors, or  
7 assigns, acting in concert or participating with ZARC in carrying out the requirements of  
8 this Stipulation or the Judgment.

9           **O.     DENIAL OF WRONGDOING BY ZARC**

10           45.     ZARC specifically denies each of the allegations set forth and alleged in the  
11 Complaint and any liability resulting from those allegations. ZARC has agreed to settle this  
12 matter pursuant to the terms of this Stipulation solely to avoid the cost of protracted  
13 litigation.

14           **P.     NO WAIVER OF RIGHT TO ENFORCE**

15           46.     The non-enforcement by the Department of any provision of this Stipulation  
16 or the Judgment shall neither be deemed a waiver of such provision, nor in any way affect  
17 the validity of this Stipulation or the Judgment. The non-enforcement by the Department of  
18 any such provision shall not preclude it from later enforcing the same or other provision of  
19 this Stipulation or the Judgment. No oral advice, guidance, suggestions, or comments by  
20 employees or officials of the Department regarding matters covered in this Stipulation or  
21 the Judgment shall be construed to relieve ZARC of its obligations under this Stipulation or  
22 the Judgment.

23           **Q.     FUTURE STATUTORY OR REGULATORY CHANGES**

24           47.     Nothing in this Stipulation or the Judgment shall excuse ZARC from  
25 meeting any more stringent requirements that may be imposed by applicable law or changes  
26 in the applicable law.

27           **R.     AUTHORITY TO ENTER INTO STIPULATION**

28

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

4           **S. CONTINUING JURISDICTION**

5           49. The Parties agree that this Court has continuing jurisdiction to interpret and  
6 enforce this Stipulation and the Judgment. The Court shall retain continuing jurisdiction to  
7 enforce the terms of this Stipulation and the Judgment and to address any other matters  
8 arising out of or regarding this Stipulation and the Judgment.

9           **T. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

10          50. ZARC shall permit any duly authorized representative of the Department, as  
11 authorized by law, to exercise their respective regulatory authority to inspect and copy  
12 ZARC's records and documents to, inter alia, determine whether ZARC is in compliance  
13 with the terms of this Stipulation and the Judgment.

14          **U. EQUAL AUTHORSHIP**

15          51. The Parties agree that the rule of construction holding that ambiguity is  
16 construed against the drafting party shall not apply to the interpretation of this Stipulation  
17 and the Judgment.

18          **V. JUDGMENT PURSUANT TO STIPULATION**

19          52. Pursuant to Code of Civil Procedure section 664.6, the Parties further  
20 stipulate that upon approval of this Stipulation by the Court, the Court may enter Judgment  
21 in this matter in the form set forth in the attached Exhibit 1. If the Court does not approve  
22 this Stipulation and the agreed upon Judgment in the form and substance proposed in  
23 Exhibit 1 hereto, each Party reserves the right to withdraw both the Stipulation and the  
24 proposed Judgment, upon written notice to all Parties and the Court.

25          **W. COUNTERPART SIGNATURES**

26          53. This Stipulation may be executed in several counterpart originals, each of  
27 which taken together shall constitute an integrated document.  
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X. INTEGRATION

54. This Stipulation and the Judgment constitute the entire agreement between the Department and ZARC with respect to the Covered Matters and may not be amended or supplemented except as provided for in this Stipulation or the Judgment. No oral representations have been made or relied on other than as expressly set forth herein.

Y. MODIFICATION OF JUDGMENT

55. This Stipulation and the Final Judgment may be amended or supplemented only pursuant to a written agreement signed by the Parties, followed by written approval by the Court, or by order of the Court following the filing of a duly noticed motion.

Z. COSTS AND ATTORNEYS' FEES

56. Except as otherwise provided in this Stipulation and the Judgment, each Party to this Stipulation and the Judgment shall bear its own costs and attorneys' fees.

IT IS SO STIPULATED

Plaintiff, PEOPLE OF THE STATE OF CALIFORNIA,  
ex rel. Meredith J. Williams, Director,  
California Department of Toxic Substances Control

DATED: 7/21/20

By: Original signed by Maria Soria  
Maria Soria  
Acting Division Chief  
Enforcement and Emergency Response Division  
Hazardous Waste Management Program  
Plaintiff People of the State of California, ex rel.  
Meredith J. Williams, Director, California  
Department of Toxic Substances Control

ZARC International, LLC

DATED: 6/19/20

By: Original signed by Randy Ly  
Randy Ly  
Managing Partner  
Zarc International, LLC



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**Approved as to form by:**

Gerald J. Beaudoin, Esq.  
SBN: 114447

~~Date:~~ Original signed by Gerald J. Beaudoin

Attorney for ZARC International, LLC

Dated: August 28, 2020

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**Approved as to form by:**  
  
XAVIER BECERRA  
Attorney General of California  
  
Harrison Pollak  
Supervising Deputy Attorney General

Original signed by Andrew Wiener  
Andrew Wiener  
Deputy Attorney General

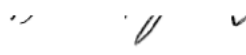
Date: July 17, 2020

Attorneys for California Department of Toxic Substances Control

Dated: July 17, 2020

Respectfully Submitted,  
  
XAVIER BECERRA  
Attorney General of California  
HARRISON POLLAK  
Supervising Deputy Attorney General

Original signed by Andrew Wiener

  
ANDREW WIENER  
Deputy Attorney General  
*Attorneys for California Department of  
Toxic Substances Control*

# **EXHIBIT 1**

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7  
8 *Attorneys for the People of the State of California,*  
*ex rel. Meredith J. Williams, Director, California*  
9 *Department of Toxic Substances Control*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SAN FRANCISCO

12  
13 **PEOPLE OF THE STATE OF**  
14 **CALIFORNIA, ex rel. MEREDITH J.**  
15 **WILLIAMS, DIRECTOR, CALIFORNIA**  
16 **DEPARTMENT OF TOXIC**  
17 **SUBSTANCES CONTROL,**

Plaintiff,

v.

18 **ZARC INTERNATIONAL, LLC,**

Defendant.

Case No. CGC-20-585506

**[PROPOSED] FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION ON CONSENT**

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21 Having reviewed the Stipulation for Entry of Order and Final Judgment on Consent  
22 (the “Stipulation”) executed by Plaintiff the People of the State of California, ex rel. Meredith  
23 J. Williams, Director, California Department of Toxic Substances Control (“DTSC”) and  
24 Defendant Zarc International, LLC, and good cause appearing herein, the Court finds that the  
25 settlement between the Plaintiff and the Defendant as set forth in the Stipulation is fair and in  
26 the public interest and approves the Stipulation.

27 Accordingly, the Court enters this Final Judgment on Consent on the terms set forth in  
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the Stipulation.

**IT IS SO ORDERED AND ADJUDGED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. JUDGE OF THE SUPERIOR COURT