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California, ex rel. Meredith Williams, Director,
7 *California Department of Toxic Substances Control*

Exempt from Filing Fees Pursuant to
Gov. Code § 6103

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 **THE PEOPLE OF THE STATE OF**
12 **CALIFORNIA ex rel., Meredith Williams,**
13 **Director, California Department of Toxic**
Substances Control,

14 **Plaintiff,**

15 **v.**

16 **VEOLIA ES TECHNICAL SOLUTIONS,**
17 **LLC, a Delaware Corporation,**

18 **Defendant.**

CASE NO.: 22STCV11603

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT FOR CIVIL PENALTIES
AND PERMANENT INJUNCTION ON
CONSENT**

(Code of Civ. Proc., § 664.6)

19
20 Plaintiff, People of the State of California, ex rel., Meredith Williams, Director of the
21 Department of Toxic Substances Control (“DTSC”) and Defendant Veolia ES Technical
22 Solutions LLC (“Veolia” or “Defendant”), collectively referred to as “the Parties” enter into this
23 Stipulation for Entry of Final Judgment for Civil Penalties and Permanent Injunction on Consent
24 (“Stipulation”) and stipulate as follows:

25 1. DTSC found several violations of the California Hazardous Waste Control Law, Health
26 and Safety Code, sections 25100 et seq., its implementing regulations in California Code of
27 Regulations, title 22, division 4.5, section 66260.1 et seq, and its Hazardous Waste Facility
28 Permit. (collectively “HWCL”) during its 2015, 2016, 2019, and 2020 inspections of Veolia’s

1 commercial oil and solvent recycling operation at 1704 1st, Azusa, California 91702 (“TSDF
2 Facility”) and investigation of Veolia’s hazardous waste transportation operations based out of
3 9530 Candida Street, San Diego, California 92126 (the “Transfer Facility”).

4 2. Veolia’s TSDF Facility Includes a commercial oil and solvent recycling operation that
5 receives hazardous and non-hazardous waste from off-site sources for the purpose of processing,
6 storage, treatment, recycling, and/or transfer. The TSDF Facility operates pursuant to the
7 Hazardous Waste Facility Permit (“Permit”) issued to Veolia for this location by DTSC.
8 Activities at the TSDF Facility include solvent reclamation, fuels blending, waste distillation,
9 used oil recycling, waste consolidation, repackaging, lab-packing and de-packing, universal waste
10 consolidation, and trans-shipment to other facilities. The TSDF Facility receives and ships wastes
11 off-site by tanker truck, truck van, railcar, and in containers such as roll-off bins.

12 3. Veolia’s Transfer Facility is a hazardous materials transportation operation that serves
13 customers in transferring hazardous and non-hazardous waste for recycling and disposal.

14 4. As set out in the Complaint filed in this action, DTSC alleges that Veolia committed
15 multiple violations of the HWCL at both Veolia’s TSDF Facility and its Transfer Facility.

16 5. The Parties stipulate to the terms of the [Proposed] Final Judgment for Civil Penalties and
17 Permanent Injunction on Consent (“[Proposed] Final Judgment on Consent”), which is lodged
18 concurrently with this Stipulation as Exhibit “A”. The Parties consent to the entry of the
19 [Proposed] Final Judgment on Consent by the Court without trial or hearing on any fact or law
20 herein. The Parties agreed that the [Proposed] Final Judgment on Consent is a fair and reasonable
21 resolution and avoids the expense and uncertainty of trial of the matters alleged in the Complaint.
22 DTSC believes that entry of the [Proposed] Final Judgment on Consent is consistent with its
23 enforcement goals and objectives.

24 6. The Parties agree that, if the Court does not enter the [Proposed] Final Judgment on
25 Consent, a) this Stipulation and the [Proposed] Final Judgment on Consent shall have no legal
26 force and effect, b) the Parties are not bound by the terms of this Stipulation or the [Proposed]
27 Final Judgment on Consent, and c) each party reserves any and all rights as to any issue or cause
28 of action raised in the Complaint in this matter.

7. This Stipulation may be executed by the Parties in counterparts and, when a copy is signed by an authorized representative of each party, the stipulation shall be effective as if a single document were signed by all Parties.

IT IS SO STIPULATED

FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

DATE: _____ By: Evelina Rayas
Evelina Rayas
Environmental Program Manager I
Department of Toxic Substances Control

Digitally signed by Evelina Rayas
Date: 2022.04.05 09:56:35 -07'00'

FOR VEOLIA ES TECHNICAL SOLUTIONS LLC

DATE: _____ By: _____
Jim Sullivan
Senior Vice President – Operations
Environmental Solutions & Services
Veolia North America

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATE: _____ ROB BONTA
Attorney General of California
DENNIS L. BECK, JR.
Supervising Deputy Attorney General

By: _____
Sparsh Khandeshi
Deputy Attorney General
Attorney for Department of Toxic Substances Control

DATE: _____ By: _____
Byron P. Gee
Nossman LLP
Attorney for Veolia ES Technical Solutions LLC

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FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

DATE: _____ By: _____
 Evelina Rayas
 Environmental Program Manager I
 Department of Toxic Substances Control

FOR VEOLIA ES TECHNICAL SOLUTIONS LLC

ORIGINAL SIGNED

DATE: 4/5/2022 By: _____
 Jim Sullivan
 Senior Vice President – Operations
 Environmental Solutions & Services
 Veolia North America

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATE: _____ ROB BONTA
 Attorney General of California
 DENNIS L. BECK, JR.
 Supervising Deputy Attorney General

By: _____
 Sparsh Khandeshi
 Deputy Attorney General
 Attorney for Department of Toxic
 Substances Control

DATE: _____ By: _____
 Byron P. Gee
 Nossman LLP
 Attorney for Veolia ES Technical
 Solutions LLC

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DATE: _____ By: _____
Evelina Rayas
Environmental Program Manager I
Department of Toxic Substances Control

FOR VEOLIA ES TECHNICAL SOLUTIONS LLC

DATE: _____ By: _____
Jim Sullivan
Senior Vice President – Operations
Environmental Solutions & Services
Veolia North America

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATE: 4/4/22 _____ ROB BONTA
Attorney General of California
DENNIS L. BECK, JR.
Supervising Deputy Attorney General
Sparsh
By: Khandeshi Digitally signed by Sparsh Khandeshi
Date: 2022.04.04
20:03:02 -07'00'
Sparsh Khandeshi
Deputy Attorney General
Attorney for Department of Toxic
Substances Control

DATE: _____ By: _____
Byron P. Gee
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Attorney for Veolia ES Technical
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FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

DATE: _____ By: _____
Evelina Rayas
Environmental Program Manager I
Department of Toxic Substances Control

FOR VEOLIA ES TECHNICAL SOLUTIONS LLC

DATE: _____ By: _____
Jim Sullivan
Senior Vice President – Operations
Environmental Solutions & Services
Veolia North America

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATE: _____ ROB BONTA
Attorney General of California
DENNIS L. BECK, JR.
Supervising Deputy Attorney General

By: _____
Sparsh Khandeshi
Deputy Attorney General
Attorney for Department of Toxic
Substances Control
ORIGINAL SIGNED

DATE: April 5, 2022 By: _____
Byrón P. Gee
Nossaman LLP
Attorney for Veolia ES Technical
Solutions LLC

EXHIBIT A

1 ROB BONTA
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7 *California Department of Toxic Substances Control*

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 **THE PEOPLE OF THE STATE OF**
13 **CALIFORNIA ex rel., Meredith Williams,**
14 **Director, California Department of Toxic**
Substances Control,

15 **Plaintiff,**

16 **v.**

17 **VEOLIA ES TECHNICAL SOLUTIONS,**
LLC, a Delaware Corporation,

18 **Defendant.**

CASE NO.: 22STCV11603

[PROPOSED] FINAL JUDGMENT
FOR CIVIL PENALTIES AND
PERMANENT INJUNCTION
ON CONSENT

(Code of Civ. Proc., § 664.6)

19
20 Plaintiff, the People of the State of California, ex rel. Meredith Williams, Director of the
21 Department of Toxic Substances Control (“DTSC”), and Defendant, Veolia ES Technical
22 Solutions, LLC (“Veolia”), collectively referred to as “the Parties” and singularly as “Party”,
23 have stipulated to the entry of this Final Judgment for Civil Penalties and Permanent Injunction
24 on Consent (“Judgment”) on the terms set forth in the Stipulation for Entry of Final Judgment for
25 Civil Penalties and Permanent Injunction on Consent between the Parties (“Stipulation”) filed in
26 this matter. This Judgment addresses violations of the California Hazardous Waste Control Law,
27 Health and Safety Code sections 25100 et seq., and its implementing regulations, California Code
28 of Regulations, title 22, division 4.5, section 66260.1 et seq. (collectively “HWCL”) as alleged in

1 DTSC's Complaint for Civil Penalties and Injunctive Relief ("Complaint"). The Court, pursuant
2 to its authority under Code of Civil Procedure section 664.6, having considered the Complaint,
3 the Stipulation, and any other evidence or argument presented in this action, and good cause
4 appearing:

5 **NOW THEREFORE, UPON THE CONSENT OF THE PARTIES, IT IS HEREBY**
6 **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

7 **1. THE COMPLAINT**

8 1.1. DTSC filed the Complaint against Veolia alleging violations of the HWCL in connection
9 with Veolia's hazardous waste facility at 1704 W. 1st Street, Azusa, California 91702 (the "TSDF
10 Facility") and hazardous waste transportation operations based out of 9530 Candida Street, San
11 Diego, California 92126 (the "Transfer Facility"). The violations alleged in the Complaint are
12 based on DTSC's inspections of the TSDF Facility conducted in 2015, 2016, 2019, and 2020 and
13 DTSC's investigation of the Transfer Facility in response to a complaint alleging that a violation
14 had occurred in 2016.

15 1.1.1. Veolia's TSDF Facility Includes a commercial oil and solvent recycling operation
16 that receives hazardous and non-hazardous waste from off-site sources for the purpose of
17 processing, storage, treatment, recycling, and/or transfer. The TSDF Facility operates pursuant to
18 the Hazardous Waste Facility Permit ("Permit") issued to Veolia for this location by DTSC.
19 Activities at the TSDF Facility include solvent reclamation, fuels blending, waste distillation,
20 used oil recycling, waste consolidation, repackaging, lab-packing and de-packing, universal waste
21 consolidation, and trans-shipment to other facilities. The TSDF Facility receives and ships wastes
22 off-site by tanker truck, truck van, railcar, and in containers such as roll-off bins.

23 1.1.2. Veolia's Transfer Facility is a hazardous materials transportation operation that
24 serves customers in transferring hazardous and non-hazardous waste for recycling and disposal.

25 1.2. As set out more fully in the Complaint filed in this action, DTSC alleges that Veolia's
26 TSDF Facility violated the HWCL by:

27 ///

28 ///

1 1.2.1. Storing hazardous waste without a permit, Including at Tanks 65, 66, and 67, and
2 Unit AC22, at the TSDF Facility in violation of Health and Safety Code sections 25201,
3 subdivision (a), and 25202, and Veolia's Permit.

4 1.2.2. Storing containers of hazardous waste in areas of the TSDF Facility not permitted
5 for such activity in violation of Health and Safety Code sections 25201, subdivision (a), and
6 25202, and Veolia's Permit.

7 1.2.3. Holding containers of hazardous waste on a transport vehicle at the TSDF Facility,
8 and outside of a unit permitted for the storage of hazardous waste, in excess of ten days, in
9 violation of Health and Safety Code sections 25201, subdivision (a), 25202, and 25200.19, and
10 Veolia's Permit.

11 1.2.4. Failing to timely remove spilled or leaked hazardous waste from a secondary
12 containment system at the TSDF Facility in violation of Health and Safety Code sections 25201,
13 subdivision (a), and 25202; California Code of Regulations, title 22, sections 66264.193,
14 subdivision (c)(4), and 66264.196, subdivision (b)(3)(B); and Veolia's Permit.

15 1.2.5. Storing containers of hazardous waste in stacks of three containers in violation of
16 Health and Safety Code sections 25201, subdivision (a), and 25202, and Veolia's Permit.

17 1.2.6. Failing to minimize the possibility of a release of hazardous waste in violation of
18 Health and Safety Code sections 25201, subdivision (a), and 25202; California Code of
19 Regulations, title 22, section 66264.31; and Veolia's Permit.

20 1.2.7. Failing to maintain adequate aisle space between stored containers of hazardous
21 waste in violation of Health and Safety Code sections 25201, subdivision (a) and 25202;
22 California Code of Regulations, title 22, section 66264.35; and Veolia's Permit.

23 1.2.8. Failing to maintain the TSDF Facility's secondary containment systems for tank and
24 container storage areas free of cracks and/or gaps in violation of Health and Safety Code sections
25 25201, subdivision (a) and 25202; California Code of Regulations, title 22, sections 66264.175,
26 subdivision (b)(1), and 66264.193, subdivision (c)(2); and Veolia's Permit.

27 1.2.9. Failing to properly document cracks, gaps, tears, or other deficiencies in the TSDF
28 Facility's secondary containment systems for tank and container storage areas in violation of

1 Health and Safety Code sections 25189.2, 25201, subdivision (a), and 25202, and California Code
2 of Regulations title 22 section 66264.15, subdivision (d).

3 1.2.10. Failing to provide required hazardous waste management and emergency response
4 training to several TSDF Facility employees in violation of Health and Safety Code sections
5 25201, subdivision (a) and 25202; California Code of Regulations title 22, section 66264.16,
6 subdivision (a), (c); and Veolia's Permit.

7 1.2.11. Mixing used oil with antifreeze at its TSDF Facility in violation of Health and
8 Safety Code sections 25201, subdivision (a), 25202, and 25250.7, subdivision (a); and Veolia's
9 Permit.

10 1.2.12. Failing to maintain adequate financial assurance to cover the TSDF Facility's
11 closure costs in violation of Health and Safety Code sections 25201, subdivision (a), and 25202;
12 California Code of Regulations, title 22, section 66264.143, subdivision (c)(7); and Veolia's
13 Permit.

14 1.2.13. Failing to maintain a container storing hazardous waste in good condition and
15 allowing the container to leak hazardous waste while in storage at the TSDF Facility in violation
16 of Health and Safety Code sections 25201, subdivision (a), and 25202; California Code of
17 Regulations, title 22, section 66264.171; and Veolia's Permit.

18 1.3. As set out more fully in the Complaint filed in this action, DTSC alleges that Veolia's
19 Transfer Facility violated the HWCL by:

20 1.3.1. Causing the disposal of hazardous waste at an unpermitted facility in violation of
21 Health and Safety Code section 25189, subdivision (d), 25189.2, subdivision (c), and 25160,
22 subdivision (d), and California Code of Regulations, title 22, sections 66263.20, subdivisions
23 (a)-(c), and 66263.21.

24 1.3.2. Failing to comply with the hazardous waste manifest regulations by providing
25 manifested hazardous waste to a third-party not designated by the manifest to receive or transport
26 the hazardous waste in violation of Health and Safety Code section 25160, subdivision (d), and
27 California Code of Regulations title 22 section 66263.20, subdivisions (a)-(c), and 66263.21.

28 ///

1 1.3.3. Failing to provide the manifest to the transporter when transferring custody of
2 hazardous waste in violation of Health and Safety Code section 25160, subdivision (d), and
3 California Code of Regulations, title 22, section 66263.20, subdivisions (a)-(c), and 66263.21.

4 1.4. DTSC acknowledges that Veolia has taken all necessary corrective actions required by
5 DTSC as identified in the Summary of Violations report issued pursuant to Health and Safety
6 Code section 25185 to address the violations described as Covered Matters by the Judgment.

7 **2. JURISDICTION AND VENUE**

8 The Superior Court of California, County of Los Angeles, has subject matter jurisdiction over
9 the matters alleged in this action and personal jurisdiction over the Parties to this Judgment.
10 Venue in the Los Angeles County Superior Court is proper under Health and Safety Code
11 sections 25181 and 25183.

12 **3. WAIVER OF HEARING AND TRIAL AND RIGHT TO APPEAL**

13 Pursuant to the Stipulation, Defendant waives its rights to a hearing or trial on the claims
14 alleged in the Complaint and waives its right to appeal.

15 **4. DEFINITIONS**

16 All terms shall be interpreted as provided consistent with the HWCL. The following terms
17 used in this Judgment shall have the meaning(s) set forth below:

18 4.1. "2015 Inspection" shall mean the Focused Compliance Inspection and Compliance
19 Evaluation Inspection of the TSDF Facility that DTSC carried out on April 28, 30, May 4, 14, and
20 June 4, 2015. DTSC issued the Summary of Violations for the 2015 Inspection on June 4, 2015,
21 and the Inspection Report on August 19, 2015.

22 4.2. "2016 Inspection" shall mean the Compliance Evaluation Inspection of the TSDF Facility
23 that DTSC carried out on June 29, July 19, September 20, 28, October 11, 12, 20, 25, and
24 November 1, 2016. DTSC issued the Summary of Violations for the 2016 Inspection on
25 November 1, 2016, and the Inspection Report on February 22, 2017.

26 4.3. "2017 Complaint Investigation" shall mean the Complaint Investigation of the Transfer
27 Facility that DTSC carried out on January 19, 20, February 10, and March 22, 2017. DTSC issued
28 the Summary of Violations for the 2017 Complaint Investigation on March 22, 2017, and

1 Complaint Investigation Report on May 25, 2017.

2 4.4. “2019 Inspection” shall mean the Compliance Evaluation Inspection of the TSDF Facility
3 that DTSC carried out on January 22-25 and 28-29, 2019. DTSC issued the Summary of
4 Violations for the 2019 Inspection on February 8, 2019, and the Inspection Report on May 24,
5 2019.

6 4.5. “2020 Inspection” shall mean the Compliance Evaluation Inspection of the TSDF Facility
7 that DTSC carried out on January 13, 15, 17, 23, and 31, 2020. DTSC issued the Summary of
8 Violations for the 2020 Inspection on February 25, 2020, and the Inspection Report on April 21,
9 2020.

10 4.6. “DTSC Action(s) and Proceeding(s)”, whether or not in the name of the People of the
11 State of California, shall mean all enforcement, regulatory, or other types of actions, proceedings,
12 matters, and decisions (for purposes of this Judgment, “decisions” Includes determinations),
13 Including those pertaining to any Permit, other authorization, or the VSP Program, with regard to
14 Veolia, brought or pursued by, on behalf of, or against DTSC. “DTSC Action(s) and
15 Proceeding(s)” shall not include actions, proceedings, matters, or decisions that involve Veolia
16 and third parties to which DTSC is neither a party nor a real party in interest. In any DTSC
17 Action(s) or Proceeding(s), the term “DTSC” includes DTSC, any DTSC official or employee, or
18 any DTSC-administered account, whether as a party or a real party in interest.

19 4.7. “Hazardous Waste Facility Permit” or “Permit” shall mean the permit issued by DTSC to
20 Veolia on February 28, 2011, authorizing Veolia’s operation of the TSDF Facility, and
21 DTSC-approved modifications, renewals, and replacements issued thereafter. The Permit includes
22 Part B of Veolia’s permit application (“Part B Application”), submitted pursuant to California
23 Code of Regulations, title 22, section 66270.10. Veolia’s representations in the Part B Application
24 are enforceable requirements of Veolia’s Permit.

25 4.8. “Include(s)” or “Including” shall mean “include(s) without limitation” or “including
26 without limitation”, respectively.

27 4.9. “Tank 65” shall mean the tank identified as TR-65 on Figure AA-10 of Veolia’s Part B
28 Application.

1 4.10. "Tank 66" shall mean the tank identified as TR-66 on Figure AA-10 of Veolia's Part B
2 Application.

3 4.11. "Tank 67" shall mean the tank identified as TR-67 on Figure AA-10 of Veolia's Part B
4 Application.

5 4.12. "TSDF Facility" shall mean Veolia's Treatment, Storage, and Disposal Facility located
6 at 1704 West First Street, Azusa, California 91702 and operating under EPA ID CAD008302903.

7 4.13. "Transfer Facility" shall mean Veolia's hazardous waste transfer facility and transporter
8 operations based out of 9530 Candida Street, San Diego, California 92126 and operating under
9 EPA ID CAL000367283.

10 4.14. "Unit AC22" shall mean the "Fluidized Bed Bio-Reactor" process unit described by
11 Veolia's Permit on pages 85-89.

12 4.15. "VSP Program" shall mean DTSC's implementation of Health and Safety Code section
13 25200.21 and associated regulations at California Code of Regulations, title 22, sections 66271.50
14 through 66271.57.

15 **5. CLASSIFICATION OF VIOLATIONS**

16 5.1. As determined by DTSC, the violations alleged by the First through the Ninth and the
17 Twelfth through the Seventeenth Causes of Action of the Complaint are "Class I" violations
18 pursuant to Health and Safety Code sections 25185 and 25110.8.5 and the VSP Program.

19 5.2. The violation alleged by the Eleventh Cause of Action in the Complaint was originally
20 classified by DTSC as a "Class I" violation pursuant to Health and Safety Code sections 25185
21 and 25110.8.5 and the VSP Program. DTSC subsequently became aware of additional evidence
22 and determined the violation did not meet the "Class I" criteria as defined by Health and Safety
23 Code section 25110.8.5 and California Code of Regulations, title 22, section 66260.10. As a
24 result, DTSC will issue Veolia a letter memorializing its final classification of the violation
25 alleged by the Eleventh Cause of Action as a "Class II" violation within 30 days of the Effective
26 Date of this Judgment.

27 5.3. The violation alleged by the Tenth Cause of Action in the Complaint was originally
28 classified by DTSC as a "Class II" violation pursuant to Health and Safety Code sections 25185

1 and 25110.8.5 and the VSP Program. As the result of an administrative error, the violation was
2 recorded as a “Class I” violation and subsequently scored by DTSC pursuant to the VSP Program.
3 As a result, within 30 days of the Effective Date of this Judgment, DTSC shall correct this
4 misclassification and make the necessary corrections to Veolia’s Annual TSDF Facility VSP
5 scores from 2019 onward.

6 5.4. Within 30 days of the Effective Date of this Judgement, DTSC shall issue one or more
7 letters to administratively rescind the following violations that were originally alleged by DTSC
8 and make the necessary corrections to Veolia’s Annual TSDF Facility VSP scores from 2019
9 onward:

10 5.4.1. 2015 Inspection – Violation 2.

11 5.4.2. 2016 Inspection – Violation 6.

12 5.4.3. 2019 Inspection – Violation 2.

13 5.4.4. 2020 Inspection – Violation 3.

14 **6. VIOLATIONS DEEMED PROVEN**

15 The Parties agree that the violations alleged in the Complaint are deemed admitted and
16 deemed proven for any purpose in any DTSC Action(s) and Proceeding(s). Such purposes may
17 Include seeking enhanced penalties and/or to show a pattern, course of conduct, and/or a history
18 of non-compliance. In any DTSC Action(s) and Proceeding(s), Veolia shall not defend against,
19 challenge, or dispute DTSC’s use of or reliance on the violations alleged in the Complaint as
20 being deemed admitted and deemed proven. Veolia does not admit liability for the violations
21 alleged in the Complaint outside of DTSC Action(s) and Proceeding(s).

22 **7. INJUNCTIVE PROVISIONS**

23 Pursuant to the provisions of Health and Safety Code sections 25181 and 25184, Veolia is
24 permanently enjoined to comply with the injunctive provisions in Paragraphs 7.1 through 7.18.
25 For the purposes of this Judgment, these injunctive provisions shall be construed as a standard or
26 requirement issued or adopted pursuant to the HWCL.

27 7.1. Veolia shall not store hazardous waste in Tanks 65, 66, or 67 without first obtaining a
28 modification of its Permit to specifically authorize the storage of hazardous waste in Tanks 65,

1 66, and 67, as required by Health and Safety Code, section 25201, subdivision (a) and 25202, and
2 its Permit. Further, Veolia hereby agrees that any hazardous waste received or generated at its
3 TSDF Facility shall be handled as a hazardous waste and is subject to all applicable HWCL
4 requirements unless (1) the hazardous waste is saleable to a customer without any further
5 processing, mixing, or alteration, or (2) the material is no longer regulated as hazardous waste
6 pursuant to the HWCL. Any claims that a material is saleable or otherwise not regulated under the
7 HWCL shall be demonstrated and substantiated pursuant applicable regulatory requirements
8 Including: California Code of Regulations, title 22, section 66261.2, subd. (g); or title 22, sections
9 66262.11 and 66262.40, subd. (c).

10 7.2. Veolia shall not store hazardous waste in any areas not specifically authorized for the
11 storage of hazardous waste in accordance with Health and Safety Code section 25201,
12 subdivision (a) and 25202, and Veolia's Permit.

13 7.3. Veolia shall not hold hazardous waste on any transport vehicle at the TSDF Facility in
14 excess of 10 days, in accordance with Health and Safety Code section 25200.19 and Veolia's
15 Permit.

16 7.4. Veolia shall not store containers of hazardous waste within any permitted unit at the
17 TSDF Facility in stacks that are more than two containers high in accordance with Health and
18 Safety Code sections 25201, subdivision (a) and 25202, and Veolia's Permit.

19 7.5. Veolia shall maintain a minimum distance of thirty inches of aisle space between
20 containers stored in a permitted unit, where such containers are holding, or designed to hold,
21 hazardous waste, in accordance with Health and Safety Code sections 25201, subdivision (a) and
22 25202; California Code of Regulations, title 22, section 66264.35; and Veolia's Permit.

23 7.6. Veolia shall operate the TSDF Facility in a manner that minimizes the possibility of a
24 fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous
25 waste constituents to air, soil, or surface water which could threaten human health or the
26 environment in accordance with Health and Safety Code sections 25201, subdivision (a) and
27 25202; California Code of Regulations, title 22, section 66264.31; and Veolia's Permit.

1 7.7. Within 30 days of entry of this Judgment, Veolia shall use an inspection checklist that, at
2 a minimum, identifies for each permitted unit listed in Veolia's Permit: the date of inspection, the
3 permitted unit being inspected, each component (e.g., an individual tank or rail car, safety
4 equipment, treatment equipment, secondary containment) of that permitted unit that must be
5 inspected, the required frequency of the inspection, and the characteristics or elements of each
6 component of that permitted unit that must be evaluated as required by Veolia's Permit, Part B
7 Permit Application, and applicable regulatory requirements Including California Code of
8 Regulations, title 22, section 66264.15. This checklist shall also include fields to note whether the
9 component is in acceptable condition or not, and identify any condition requiring action or
10 correction, and any action or correction to be taken in response. Any subsequent action or
11 correction relating to an unacceptable condition shall be documented and described on the
12 inspection checklist for those dates with the beginning date of the action or correction work, and
13 the end date when the action or correction work is complete, and in the facility operating records
14 pursuant to applicable regulatory requirements Including California Code of Regulations, title 22,
15 sections 66264.15 and 66264.73.

16 7.8. Veolia shall assure that the secondary containment system's base required by Veolia's
17 Permit is free of any cracks and/or gaps; and is sufficiently impervious to contain leaks, spills,
18 and accumulated precipitation until the collected material is detected and removed in accordance
19 with Health and Safety Code sections 25201, subdivision (a) and 25202; California Code of
20 Regulations, title 22, sections 66264.175, subdivision (b)(1) and 66264.193, subdivision (c)(2);
21 and Veolia's Permit.

22 7.9. In accordance with Health and Safety Code sections 25201, subdivision (a) and 25202;
23 California Code of Regulations, title 22, section 66264.193, subdivision (c)(1) and (c)(2); and
24 Veolia's Permit; Veolia shall repair and maintain its secondary containment systems for tanks, to
25 be, at a minimum:

26 7.9.1. Constructed of, or lined with, materials that are compatible with the wastes(s) to be
27 placed in the tank system and having sufficient strength and thickness to prevent failure owing to
28 pressure gradients (Including static head and external hydrological forces), physical contact with

1 the waste to which it is exposed, climatic conditions and the stress of daily operation (Including
2 stresses from nearby vehicular traffic); and

3 7.9.2. Provided with a foundation or base underlying the tanks capable of providing
4 support to the secondary containment system, resistance to pressure gradients above and below
5 the system, and capable of preventing failure due to settlement, compression, or uplift.

6 7.10. Veolia shall use the inspection checklist described in paragraph 7.7 to accurately log any
7 deterioration, Including all cracks, gaps, or tears in the secondary containment systems required
8 by Veolia's Permit.

9 7.11. Veolia shall initiate repairs as soon as possible to any secondary containment system
10 required by Veolia's Permit in the event that cracks, gaps, or tears are detected within the
11 secondary containment system. Further, all repairs of the secondary containment system shall be
12 completed within the timeframe required by the Permit in accordance with Health and Safety
13 Code sections 25201, subdivision (a) and 25202, and Veolia's Permit.

14 7.12. Veolia shall notify DTSC of deterioration to any secondary containment system required
15 by Veolia's Permit within 24 hours of detection and follow-up by notifying DTSC of the
16 corrective actions taken within the timeframe required by the Permit in accordance with Health
17 and Safety Code section 25202, and Veolia's Permit.

18 7.13. Within 45 days of entry of this Judgment, Veolia shall submit, either as part of its permit
19 renewal application or as a separate submittal pursuant to this Judgment, to DTSC an updated
20 training plan and schedule for inclusion in its Part B Application, Section H, that complies with
21 California Code of Regulations, title 22, section 66264.16, subdivision (a). This updated training
22 plan and schedule shall include, at a minimum, the requirement for each employee to receive an
23 annual (every 12 months) review of the initial training of hazardous waste management
24 procedures, Including contingency plan implementation, in accordance with Health and Safety
25 Code sections 25201, subdivision (a) and 25202; California Code of Regulations, title 22, section
26 66264.16, subdivision (a); and Veolia's Permit.

27 7.14. Veolia shall not further modify its operation of Unit AC22, or the unit itself, without
28 first complying with California Code of Regulations, title 22, section 66270.42, and submitting to

1 DTSC all associated updates to its Part B Permit Application to reflect any changes, Including the
2 following: (1) facility layouts (Figures AB and AC-22 of the Part B Application), (2) a narrative
3 description of Unit AC22 (Section D.3.5 of the Part B Application), and (3) a process flow
4 diagram (Figure D-32 of the Part B Application).

5 7.15. Veolia shall not contaminate used oil with any other hazardous waste, other than
6 minimal amounts of vehicle fuel in accordance with Health and Safety Code sections 25201,
7 subdivision (a), 25202, and 25250.7, subdivision (a), and Veolia's Permit. The Parties hereby
8 agree that used oil must not be treated without prior authorization from DTSC, and that mixing
9 any other substance, Including antifreeze and/or ethylene glycol, with used oil is treatment under
10 the HWCL.

11 7.16. Veolia shall inspect areas used to store containers of hazardous waste at the TSDF
12 Facility at least as frequently as required by the Permit but not less than once per week; and
13 assure that, at all times, containers holding hazardous waste are in good condition and not leaking
14 hazardous waste, in accordance with Health and Safety Code sections 25201, subdivision (a) and
15 25202; California Code of Regulations, title 22, section 66264.174; and Veolia's Permit. Further,
16 upon detection of a leaking container of hazardous waste, Veolia shall transfer hazardous waste
17 from the leaking container to a container that is in good condition, and shall note all such events,
18 findings and/or observations in its Inspection Checklist (including any associated report or form)
19 for that permitted unit.

20 7.17. Veolia shall update its closure cost estimate and maintain its financial assurance
21 mechanism in accordance with California Code of Regulations, title 22, section 66264.143.
22 Future updates must be completed annually by the anniversary date of Veolia's financial
23 assurance mechanism. As of December 3, 2021, that anniversary date is August 1 of each year.

24 7.18. Veolia shall ensure that:

25 7.18.1. The hazardous waste manifest accompanies the hazardous waste listed on that
26 manifest at all times during transportation in accordance with California Code of Regulations,
27 title 22, section 66263.20, subdivision (c); and
28

1 7.18.2. The entire quantity of hazardous waste accepted from a generator or transporter
2 reaches the designated facility or transporter on the hazardous waste manifest in accordance with
3 California Code of Regulations, title 22, section 66263.21, subdivision (a).

4 7.19. Notwithstanding any provision in this Judgment, nothing in this Judgment shall relieve
5 or excuse Veolia from complying with all applicable requirements of the HWCL.

6 **8. LIABILITY OF DEFENDANT FOR VIOLATIONS OF THE INJUNCTIVE**
7 **PROVISIONS**

8 Notwithstanding any other provision in this Judgment, Veolia shall be liable for any violation
9 of the Judgment as the result of any conduct by any person acting under, by, or behalf of Veolia,
10 Including its directors, officers, employees, representatives, or agents.

11 **9. PAYMENTS**

12 9.1. Veolia shall be liable for and pay to DTSC a civil penalty in the amount of \$275,000.00.
13 This payment shall be made to DTSC within thirty calendar days of the Effective Date of this
14 Judgment.

15 9.2. Veolia shall pay the penalty by cashier's check or wire transfer made payable to
16 "California Department of Toxic Substances Control" and bearing the notation "Veolia
17 601633/601696/601833", and shall send any check to:

18 Cashier Accounting Office,
19 MS-21A
20 Department of Toxic Substances Control
P.O. Box 806 Sacramento, CA 95812-0806

21 9.3. An electronic copy or paper photocopy of the payment shall be sent, at the same time, to
22 DTSC and Office of Attorney General personnel specified in Paragraph 10, below. Upon request,
23 DTSC will provide its confidential wire transfer information to Veolia.

24 9.4. Defendant shall be liable to DTSC for a late payment penalty of \$2,500.00 for each
25 calendar day that the payment required pursuant to Paragraph 9.1 is late. Any late payment
26 required shall be made in conformance with the requirements of Paragraph 9.2.

27 ///

1 9.5. In addition, in the event that Veolia fails to make a payment required within a deadline
2 required by this Judgment, DTSC may bring a motion to enforce this payment requirement and
3 shall be entitled to statutory interest on the amount remaining unsatisfied pursuant to Code Civil
4 Procedure section 685.010 until full payment is made. DTSC shall be entitled to recover from
5 Veolia its attorneys' fees and costs incurred for such action.

6 **10. NOTICES**

7 10.1. All submissions and notices required by this Judgment shall be sent to:

8 **For DTSC:**

9 Ms. Evelina Rayas
10 Branch Chief
11 Enforcement and Emergency Response Division
12 Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, CA 91311

13 Ms. Vivian Murai
14 Senior Attorney
15 Vivian.Murai@dtsc.ca.gov
16 Office of Legal Counsel, MS-23A
17 Department of Toxic Substances Control
1001 I Street
P.O. Box 806
Sacramento, CA 95812-0806

18 Mr. Sparsh Khandeshi
19 Deputy Attorney General
20 Sparsh.Khandeshi@doj.ca.gov
21 California Department of Justice
600 West Broadway, Suite 1800
San Diego, CA 92101

22 **For Defendant:**

23 Mr. John Flaminio
24 CA Branch General Manager
25 Industrial Business
26 Veolia North America
27 john.flaminio@veolia.com
1704 W. 1st Street
Azusa, CA 91702

28 Mr. Philip Kief

1 Director, Senior Counsel
2 Industrial Business
3 Veolia North America
4 philip.kief@veolia.com
4760 World Houston Parkway, Suite 100
Houston, TX 77032

5 10.2. Veolia shall also submit all permit-related documents to DTSC's Permitting Division.

6 10.3. Each Party may change its respective representative(s) for purposes of notice by
7 providing the name and address of the new representative, in writing, to all Parties. All notices
8 and other communications required or permitted under this Judgment that are properly addressed
9 as provided in this Paragraph are effective upon delivery if delivered personally or by overnight
10 mail or are effective seven (7) calendar days following deposit in the United States mail, postage
11 prepaid, if delivered by certified mail.

12 **11. MATTERS COVERED AND RESERVED CLAIMS**

13 11.1. Except as otherwise provided in this Judgment, upon the Effective Date, this Judgment
14 is a final and binding resolution and settlement of the "Covered Matters." The Covered Matters
15 are all claims, violations, and causes of action specifically alleged in DTSC's Complaint against
16 Veolia, and any claim, violation, or cause of action that DTSC could have brought against Veolia
17 pursuant to the HWCL based on its 2015, 2016, 2019, and 2020 Inspections of the TSDF Facility
18 and the 2017 Complaint Investigation of the Transfer Facility. Any other claim, violation, or
19 cause of action that is not a Covered Matter is a "Reserved Claim."

20 11.2. The provisions of Paragraph 11 are effective on the Effective Date of the Judgment,
21 provided however, that the continuing effect of the provisions of Paragraph 11 is expressly
22 conditioned on Veolia's full payment of the amounts due under this Judgment as set forth in
23 Paragraph 9.

24 11.3. Veolia shall not assert that failing to pursue any Reserved Claim in the Complaint
25 constitutes claim-splitting, estoppel, or otherwise raise defenses based on laches, or any other lack
26 of timeliness, except for the statute of limitations. Veolia expressly reserves the right to assert any
27 and all other defenses to any Reserved Claim.
28

11.4. In any DTSC Action(s) and Proceeding(s), Veolia shall not defend against, challenge or dispute (1) DTSC's use of or reliance on the fact that a violation has been deemed admitted and deemed proven pursuant to Paragraph 6; (2) the VSP Program score assigned to that violation; or (3) DTSC's classification of that violation as reflected in Paragraph 5.

11.5. This Judgment does not limit the rights of DTSC against Veolia under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C. § 9601 et seq.), the California Hazardous Substance Account Act (State Superfund, Health & Saf. Code, § 25300 et seq.), and Health and Safety Code section 25187, subdivision (b) (corrective action concerning a release of hazardous waste or a hazardous constituent into the environment), or for violations of the HWCL not included under Covered Matters in Paragraph 11.1.

11.6. DTSC further reserves all rights (1) to enforce this Judgment; and (2) to use, and rely on, the violations deemed admitted and deemed proven, without any need for further testimony or evidence, for any purpose, in DTSC Action(s) and Proceeding(s).

12. DEFENDANT'S COVENANT NOT TO PURSUE CIVIL, ADMINISTRATIVE, OR OTHER TYPES OF CLAIMS

Veolia covenants not to pursue any civil, administrative, or other types of claims against DTSC or against any agency of the State of California, or against any of their respective officers, employees, representatives, agents, or attorneys, arising out of any Covered Matter (unless such entities pursue claims against Veolia, in which case Veolia reserves its rights to assert any rights, claims, and defenses it may have, subject to the terms of this Judgment).

13. DTSC'S ENFORCEMENT OF THE JUDGMENT

DTSC has the authority to enforce this Judgment. If Veolia fails to comply with the terms of the Judgment, DTSC may pursue any available remedies, including contempt, sanctions, or additional penalties in this action for violations of the terms of the Judgment. DTSC may move the court for relief for any violation of any provision of this Judgment. Such motion, and any motion by any Party to enforce or address the terms of this Judgment, shall be brought pursuant to Code of Civil Procedure section 1005. Except as expressly stated in this Judgment, nothing herein shall limit any rights of DTSC to seek any other relief or remedies provided by law, including

1 such relief or remedies in a new action, or the rights of Defendant to defend against any request
2 of, or action by, DTSC for such other relief or remedies.

3 **14. EFFECT OF JUDGMENT ON INDEPENDENT EXERCISE OF AUTHORITY**

4 Except as expressly provided in this Judgment, nothing herein is intended, nor shall it be
5 construed, to preclude DTSC, or any state, county, city, or local agency, department, board or
6 entity, Including any Certified Unified Program Agency (“CUPA”), from exercising its authority
7 under any law, statute, or regulation. The imposition of penalties by motion pursuant to Paragraph
8 13 is in addition to, and not in place of, any separate enforcement action that may be taken by
9 DTSC, or any state, county, city or local agency, department, board, or entity, Including any
10 CUPA, Including enforcement actions for violations of applicable environmental protection laws,
11 statutes, regulations, or other requirements.

12 Nothing in this Judgment is intended, nor shall it be construed, to excuse Veolia from
13 compliance with any applicable laws, statutes, regulations, or other requirements imposed on
14 Veolia. Except as expressly provided in this Judgment, Veolia retains all of its rights, claims, and
15 defenses to the exercise of the aforementioned authority.

16 **15. NO PRECLUSION OF HWCL REQUIREMENTS OR MORE STRINGENT FUTURE**
17 **REQUIREMENTS**

18 Nothing in this Judgment shall (1) affect DTSC’s authority to make any decision regarding
19 Veolia’s Permit, or any grant of authorization by DTSC, Including DTSC’s imposing or requiring
20 different or more stringent requirements in Veolia’s Permit, or any other grant of authorization by
21 DTSC; (2) be construed to preclude or prejudice DTSC from exercising its discretion regarding
22 permitting decisions; or (3) excuse Veolia from meeting any different or more stringent
23 requirements that may be imposed by applicable laws, statutes, regulations, or other requirements
24 or by any changes in the applicable laws, statutes, regulations, or other requirements.

25 **16. TERMINATION OF THE INJUNCTION**

26 Only after this Judgment has been in effect for five (5) years, and Veolia has paid all amounts
27 due under this Judgment, Veolia may move the Court (following a forty-five (45) day notice
28 served on DTSC by overnight mail) to terminate the injunctive provisions of this Judgment.

1 Veolia must make a showing of substantial compliance with the injunctive terms of the Judgment
2 since the date of entry of this Final Judgment in order to terminate the injunctive provisions
3 herein. For the purposes of this paragraph, “substantial compliance” requires actual compliance
4 with respect to the substance essential to every reasonable objective of each statutory and
5 regulatory obligation in this Judgment. After notice has been served on DTSC, the Parties agree
6 that they will meet and confer within 15 days of the notice, to discuss the proposed motion and
7 Veolia’s compliance with the terms of the Judgment, and to determine if a stipulation for
8 termination can be reached. In the event that such motion is filed, none of the injunctive
9 provisions of the Judgment will terminate pending the Court’s final ruling on Veolia’s motion.
10 DTSC may file an opposition to such motion within 45 days of receipt of Veolia’s noticed
11 motion. Veolia may file its reply within 21 days of service of any opposition by DTSC. DTSC’s
12 failure to oppose the motion shall not constitute a waiver or estoppel of DTSC’s authority to
13 otherwise enforce any violation of law and shall have no evidentiary effect. The Parties agree that
14 the Court may grant Veolia’s motion upon determining that Veolia has substantially complied
15 with the provisions of this Judgment. In the event the injunction set forth herein is terminated
16 upon motion of Veolia, the termination of the injunctive provisions of the Judgment shall have no
17 effect on Veolia’s obligation to comply with all applicable requirements imposed by statute,
18 regulation, ordinance, or law.

19 **17. NECESSITY FOR WRITTEN COMMUNICATIONS FROM DTSC**

20 All notices, approvals, and decisions of DTSC under the terms of this Judgment shall be
21 communicated to Veolia in writing. No oral advice, guidance, suggestions, or comments by
22 employees or officials of DTSC or entities acting on behalf of Veolia, regarding any matter
23 covered in this Judgment shall be construed to relieve Veolia of any requirement under this
24 Judgment.

25 **18. NON-LIABILITY OF DTSC FOR ACTS OR OMISSIONS OF DEFENDANT IN**
26 **COMPLYING WITH THE JUDGMENT**

27 DTSC shall not be liable for any injury or damage, Including to the environment, natural
28 resources, persons, or property, resulting from acts or omissions by Veolia or its directors,

officers, employees, representatives, agents, or contractors in carrying out activities pursuant to this Judgment, DTSC shall not be held out, or represented, as a party to, or guarantor of, any contract entered into or action by Veolia or its directors, officers, employees, representatives, agents, or contractors in carrying out the requirements of this Judgment.

19. NO WAIVER OF RIGHT TO ENFORCE

If, at any time, DTSC does not enforce a provision of this Judgment, such non-enforcement shall: (a) not be deemed a waiver of such provision, (b) not in any way affect the validity of this Judgment, (c) not in any way affect DTSC's authority to enforce equivalent, comparable, similar, or any other requirements established by law, statute, regulation, or other applicable requirement; and (d) not preclude DTSC from exercising its authority to enforce the same or other provisions of the Judgment as to any other acts or omissions by Veolia. Except as expressly provided in this Judgment, Veolia retains all rights, claims, and defenses allowed by law to any such other or additional enforcement.

20. APPLICATION OF JUDGMENT

20.1. Upon the Effective Date, this Judgment shall apply to, and be binding on, DTSC and Veolia, Including their respective successors and assigns, Including any future operator of the TSDF Facility or Transfer Facility. Veolia shall give written notice of and a copy of this Judgment to any successors in interest to the TSDF Facility and Transfer Facility prior to transferring ownership or operation of any portion of the TSDF Facility or Transfer Facility.

20.2. Any transfer, in whole or in part, of ownership or operation of, or other interest in (exclusive of any non-controlling or non-operational interest, whether as shareholder or member), the TSDF Facility or Transfer Facility shall be conditioned upon the entry of a modification to this Judgment that makes the terms and conditions of this Judgment applicable to the transferee. Veolia shall comply with paragraph 21 of this Judgment in pursuing any such modification, except that the Parties shall meet and confer at least thirty (30) calendar days prior to the filing of a motion for modification.

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1 **21. CONTINUING JURISDICTION**

2 This Court shall retain continuing jurisdiction to interpret and enforce the terms of this
3 Judgment and to address any other matters or disputes arising out of, or regarding, this Judgment,
4 Including any provision of this Judgment declared or found to be illegal, unenforceable,
5 ineffective, or void (hereinafter collectively “Void”). The Parties shall meet and confer at least
6 fourteen (14) calendar days prior to the filing of any application or motion relating to this
7 Judgment, and the Parties shall negotiate in good faith in an effort to resolve any dispute without
8 judicial intervention. If the Parties are unable to resolve their dispute after meet-and-confer
9 discussions, either Party may move this Court pursuant to Code of Civil Procedure section 1005
10 seeking a resolution of that dispute by the Court. In such a situation involving a Void provision,
11 the Court resolving the dispute shall modify this Judgment so as to effect the Parties’ original
12 intent as closely as possible and to the fullest extent possible without any Void provisions. Until
13 such time as the Court approves a stipulated modification to the Judgment or resolves any dispute
14 involving a Void provision pursuant to this Paragraph and Paragraph 24, the remainder of this
15 Judgment, and the application of such provision(s) to the Parties or circumstances other than
16 those as to which are determined Void, shall not be impaired or otherwise affected and shall
17 continue to be valid and enforceable to the fullest extent permitted by applicable law.

18 **22. INTERPRETATION**

19 Regardless of the Parties’ involvement in drafting this Judgment, the Parties have had equal
20 opportunity to review, revise, draft, and negotiate the Judgment and thereby agree that any rule
21 of construction holding that ambiguity is to be construed against the drafting party shall not apply
22 to the interpretation of this Judgment.

23 **23. INTEGRATION**

24 This Judgment embodies the entire agreement between the Parties and may not be amended or
25 supplemented except as provided for in this Judgment. No oral or written representations have
26 been made or relied upon other than as expressly set forth herein.

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1 **24. MODIFICATION OF JUDGMENT**

2 This Judgment may be modified only with approval of the Court, either on grant of a noticed
3 motion filed and served by one of the Parties in accordance with Paragraph 21 and Code of Civil
4 Procedure section 1005 or upon written consent by all of the Parties and the approval of the
5 Court.

6 **25. COSTS AND ATTORNEYS' FEES**

7 Except as otherwise provided in this Judgment, each party shall bear its own costs and
8 attorneys' fees.

9
10 **IT IS SO ORDERED, ADJUDGED AND DECREED**

11 Dated: _____
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DECLARATION OF SERVICE BY E-MAIL

Case Name: THE PEOPLE OF THE STATE OF CALIFORNIA ex rel., Meredith Williams,
Director, California Department of Toxic Substances Control v. VEOLIA ES
TECHNICAL SOLUTIONS, LLC, a Delaware Corporation
Case No.: 22STCV11603

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter.

On April 18, 2022, I served the attached

**STIPULATION FOR ENTRY OF FINAL JUDGMENT FOR CIVIL PENALTIES AND
PERMANENT INJUNCTION ON CONSENT**

**[PROPOSED] FINAL JUDGMENT FOR CIVIL PENALTIES AND PERMANENT
INJUNCTION ON CONSENT**

by transmitting a true copy via electronic mail addressed as follows:

Byron P. Gee
Willis Hon
Nossaman LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017
Emails: bgee@nossaman.com
whon@nossaman.com

*Attorneys for Defendant Veolia ES Technical
Solutions, LLC*

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on April 18, 2022, at San Diego, California.

ORIGINAL SIGNED

C. Endozo
Declarant