

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Ricardo D Tadeo Waste Oil Services  
509 E Banning Street  
Compton, California 90222

ID NO. CAD981634363

Respondent

DOCKET HWCA 2022 7708

CONSENT ORDER

HEALTH AND SAFETY CODE

SECTION 25187

INTRODUCTION

The California Department of Toxic Substances Control (Department) and Ricardo D Tadeo Waste Oil Service (Respondent), collectively the "Parties," enter into this Consent Order and agree as follows:

1. Respondent transport hazardous waste at 509 E Banning Street Compton, California 90222 (the "Site").

2. The Department inspected the Site on February 25, 2022.

3. The Department alleges the following violations:

3.1. Respondent violated Health and Safety Code, section 25160.2 (b)(5), when the Respondent failed to enter the total volume or quantity of each waste stream transported on the manifest at the change of each date, change of driver, or change of transport vehicle. The total volume or quantity entered on the consolidated manifests by Ricardo Tadeo was not the cumulative amount of each waste stream collected from the generators listed on the individual receipts. The total amount of used oil on the actual manifest differed from the generator receipts/invoices by over 10% and in some cases by over 100%.

1 3.2 Respondent violated Health and Safety Code section 25189.2 (a), when  
2 the Respondent made false statements or representations in manifests and generator  
3 receipt records by altering manifest records relating to the amount of used oil and the  
4 dates of generation, transportation, or handling of hazardous waste.

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

6 5. Respondent waives any right to a hearing in this matter and waives any right  
7 to appeal this Consent Order.

8 6. Respondent admits the violations alleged above in paragraph 3 of this  
9 Consent Order.

10 7. This Consent Order shall constitute full settlement of the violations alleged  
11 above, but does not limit the Department from taking appropriate enforcement action  
12 concerning any other violations except to the extent expressly provided in this Consent  
13 Order.

#### 14 COMPLIANCE REQUIREMENTS

15 8. Respondent shall comply with all applicable provisions of the Hazardous  
16 Waste Control Law (Health & Safety Code, section 25100 et seq.) and its implementing  
17 regulations (Cal. Code of Regs., tit 22, section 66260.1, et seq.) at the Site. Moreover,  
18 Respondent shall:

19 8.1 Respondent shall enter the total volume or quantity of each waste stream  
20 transported on the manifest at the change of each date, change of driver,  
21 or change of transport vehicle.

22 8.2 Respondent shall cease altering records relating to the generation,  
23 transportation, or handling of hazardous waste.  
24

1        9. Compliance with Applicable Laws: Respondent shall carry out this Consent  
2 Order in compliance with all local, state, and federal requirements, including but not  
3 limited to requirements to obtain permits and to assure worker safety.

4        10. Endangerment During Implementation: In the event that the Department  
5 determines that any circumstance or activity (whether or not pursued in compliance with  
6 this Consent Order) creates an imminent or substantial endangerment to the health or  
7 welfare of people on the site or in the surrounding area or to the environment, the  
8 Department may issue a stop work order ("Stop Work Order") requiring Respondent to  
9 stop further implementation for such period of time as needed to abate the  
10 endangerment. Any deadline in this Consent Order directly affected by a Stop Work  
11 Order under this section shall be extended for the term of such Stop Work Order.

12        11. Liability: Nothing in this Consent Order shall constitute or be construed as a  
13 satisfaction or release from liability for any conditions or claims arising as a result of  
14 past, current, or future operations of Respondent, except as expressly provided in this  
15 Consent Order. Notwithstanding compliance with the terms of this Consent Order, the  
16 Department and any other governmental agency with authority to do so may require  
17 Respondent to take further actions to protect public health or welfare or the  
18 environment.

19        12. Site Access: Access to the Site shall be provided at all reasonable times to  
20 employees, contractors, and consultants of the Department, and any agency having  
21 jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of  
22 entry or inspection that any agency may otherwise have under applicable law, including  
23 but not limited to statute and regulations. The Department and its authorized  
24 representatives may enter, have access to, and move freely about all property at the

1 Site at all reasonable times for purposes including but not limited to inspecting records,  
2 operating logs, and contracts relating to the Site; reviewing the progress of Respondent  
3 in carrying out the terms of this Consent Order; and conducting such tests and sampling  
4 as the Department may deem necessary. Respondent shall permit such persons to  
5 inspect and copy all records, documents, and other writings, including all sampling and  
6 monitoring data, in any way pertaining to work undertaken pursuant to this Consent  
7 Order.

8 13. Sampling, Data, and Document Availability: Respondent shall permit the  
9 Department and its authorized representatives to inspect and copy all sampling, testing,  
10 monitoring, and other data generated by Respondent or on Respondent behalf in any  
11 way pertaining to work undertaken pursuant to this Consent Order. Respondent shall  
12 allow the Department and its authorized representatives to take duplicates of any  
13 samples collected by Respondent pursuant to this Consent Order. Respondent shall  
14 maintain a central depository of the data, reports, and other documents prepared  
15 pursuant to this Consent Order. All such data, reports, and other documents shall be  
16 preserved by Respondent for a minimum of six years after the conclusion of all activities  
17 under this Consent Order. If the Department requests that some or all of these  
18 documents be preserved for a longer period of time, Respondent shall either comply  
19 with that request, deliver the documents to the Department, or permit the Department to  
20 copy the documents prior to destruction. Respondent shall notify the Department in  
21 writing at least six months prior to destroying any documents prepared pursuant to this  
22 Consent Order.

PAYMENTS

14. As defined in paragraph 17 below, Respondent shall pay the Department a total of \$15,120 (fifteen thousand one hundred and twenty dollars) in the form of two equal installments. The first payment installment of \$7,560 (seven thousand five hundred and sixty dollars) is due within 30 calendar days of the Effective Date of this Consent Order. The second payment installment of \$7,560 (seven thousand five hundred and sixty dollars) is due within 60 calendar days of the Effective Date of this Consent Order. Respondent's checks or electronic funds transfers (EFT) shall be made payable to Department of Toxic Substances Control. If Respondent makes payment by EFT, the payment shall be made as directed in the "Electronic Fund Transfer Instructions" provided by the Department to Respondent. As soon as the EFT payment is completed, Respondent shall notify the Department's Accounting Office by email ([accounting@dtsc.ca.gov](mailto:accounting@dtsc.ca.gov)) and [beatris.karaoglanyan@dtsc.ca.gov](mailto:beatris.karaoglanyan@dtsc.ca.gov). If payment is made by check, the check shall identify the Respondent and Docket Number as show in the caption of this Consent Order, 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

If payment is made by check, a photocopy of the check shall also be sent:

Beatris Karaoglanyan  
Branch Chief  
Hazardous Waste Management Program  
Department of Toxic Substances Control  
9211 Oakdale Avenue,  
Chatsworth, California 91311

Josephine M. Pelaez  
Senior Attorney  
Office of Legal Counsel  
Department of Toxic Substances Control  
1001 I Street,  
Sacramento, California 95814-2828

15. If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection, including, but not limited to, attorney's fees.

#### SUSPENSION OF HAZARDOUS WASTE TRANSPORTATION REGISTRATION

16. Upon the Department's determination that Respondent has failed to make timely payment per Paragraphs 14 and 15, the Department will notify Respondent in writing that Respondent's hazardous waste transporter registration is suspended. Respondent is prohibited from transporting hazardous waste until the Department has determined in writing that Respondent has returned to compliance with Paragraphs 14 and 15, of the Consent Order. Respondent waives any rights it may have to any separate or independent judicial or administrative procedures or processes that may apply to the suspension of Respondent's then current hazardous waste transporter registration.

#### OTHER PROVISIONS

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

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

7       19. Effective Date: The Effective Date of this Consent Order is the date the  
8 Consent Order is signed by the Department.

9       20. Integration: This Consent Order constitutes the entire agreement between  
10 the Parties and may not be amended, supplemented, or modified, except by express  
11 written agreement signed by authorized representatives of each of the Parties.

12       21. Headings: The headings contained in this Consent Order are for reference  
13 purposes only and shall not affect in any way the meaning or interpretation of this  
14 Consent Order.

15       22. Consent Order Jointly Drafted: The Parties agree that this Consent Order  
16 shall be construed as if the Parties jointly prepared this Consent Order and that this  
17 Consent Order shall not be construed against any Party on the ground that such Party  
18 drafted the Consent Order.

19       23. Reviewed by Counsel: The Parties acknowledge that they have had the  
20 opportunity to consult with counsel concerning this matter, that they have read and fully  
21 understand the terms of this Consent Order or have had the Consent Order analyzed by  
22 their counsel, and that they are fully aware of the Consent Order's contents and legal  
23 effect.  
24



1       24. Future Statutory or Regulatory Changes: Nothing in this Consent Order shall  
2 exempt or excuse Respondent from complying with existing law, or with meeting any  
3 more stringent requirements that may be imposed by applicable law or changes in the  
4 applicable law.

5       25. Continuing Jurisdiction: In the event that any provision of this Consent Order,  
6 or the application of any such provision to any party or set of circumstances, is for any  
7 reason or to any extent determined to be invalid, unlawful, void or unenforceable  
8 (hereafter collectively "Void"), the Parties shall negotiate in good faith to modify this  
9 Consent Order in a mutually acceptable manner to produce a Consent Order effecting  
10 the Parties' original intent as closely as possible and to the fullest extent possible  
11 without any Void provisions. If the Parties are unable to mutually agree on such a  
12 modification to this Consent Order, a governmental body or other tribunal having  
13 jurisdiction to do so is authorized, and requested, to modify this Consent Order to effect  
14 the Parties' original intent as closely as possible and to the fullest extent possible  
15 without any Void provisions.

16       26. Authority to Bind: Respondent warrants and guarantees Respondent's  
17 signatory or signatories below has or have been duly authorized and has or have full  
18 authority to execute this Consent Order on behalf of Respondent.

19       27. Electronic Signatures: The Parties acknowledge and agree that this Consent  
20 Order may be executed by electronic signature, which shall be considered as an original  
21 signature for all purposes and shall have the same force and effect as an original  
22 signature.

23       28. Counterparts: This Consent Order may be executed and delivered in one or  
24 more counterparts, each of which counterpart when executed and delivered shall be



1 deemed to be an original, but such counterparts shall together constitute one and the  
2 same document.

3  
4  
5  
6  
7 Dated:

8 ORIGINAL SIGNED by RICARDO D TADEO

9  
10 Ricardo D Tadeo  
11 Facility Owner  
12 Ricardo D Tadeo Waste Oil Service

13 Dated:

14 ORIGINAL SIGNED by BEATRIS KARAOGLANYAN

15 07-21-2023

16 Beatris Karaoglanyan,  
17 Branch Chief  
18 Enforcement and Emergency Response Program  
19 Department of Toxic Substances Control  
20  
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7/24/23