

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

LEE G & COMPANY INC.
44355 OLD WARM SPRINGS BLVD
FREMONT
CALIFORNIA 94538

ID NO. CAR000215152

Respondent.

DOCKET HWCA 20237753

CONSENT ORDER

HEALTH AND SAFETY CODE
SECTION 25187

INTRODUCTION

1.1 The California Department of Toxic Substances Control (Department) and Arthur Lee Gray (Respondent), collectively the "Parties," enter into this Consent Order and agree as follows:

1. 2 Respondent transported hazardous waste at 1485 Bay Shore Blvd Suite-139, San Francisco, CA 94124 the ("Site").

2. The Department inspected the Site on October 10, 2023, and found out that the transporter does not use this address anymore. Later the Department inspected the transporters' current site located at 44355 Old Warm Springs Blvd Fremont CA 94538.

3. The Department alleges the following violations:

3.1 Respondent violated California Code of Regulation Title 22, Section 66263.17(a) and Health & Safety Code, Section 25163(a) in that on or before October 17, 2024, Lee G & Company Inc. transported 537 loads of hazardous waste over the period of four years without a valid registration from the Department. It is unlawful for any person to carry on, or engage in, the transportation of hazardous wastes unless

1 the person holds a valid registration issued by the Department, and it is unlawful for
2 any person to transfer custody of a hazardous waste, to a transporter who does not
3 hold a valid registration issued by the Department.

4 3.2 Respondent violated California Code of Regulation Title 22, Section
5 66263.17(a) in that on or before October 17, 2024, Lee G & Company Inc. transported
6 13 loads of RCRA hazardous waste without an active EPA ID number. A transporter
7 shall not transport hazardous waste without first receiving an Identification Number and
8 a registration certificate from the Department.

9 4. Respondent admits the alleged violation set forth above.

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

11 6. The parties wish to avoid the expense of litigation.

12 7. Respondent waives any right to a hearing in this matter. If the Department
13 seeks to use the violations alleged in this Consent Order admitted by Respondent
14 pursuant to paragraph 4, and Respondent's admissions to those violations, for any of
15 the purposes described in paragraph 11 (Penalties for Noncompliance), Respondent will
16 not assert any defenses based on the passage of time, including, but not limited to,
17 laches, estoppel, and statute of limitations.

18 ~~8. This Consent Order shall constitute full settlement of the violations alleged~~
19 above. Respondent has corrected the violations noted in paragraphs # 3.1 & 3.2 above.
20 Respondent shall operate hereafter in a manner that shall prevent recurrences of the
21 violations cited herein.

22 COMPLIANCE REQUIREMENTS

23 8.1 Department Review and Approval: If the Department determines that any
24 report, plan, schedule, or other document submitted for approval pursuant to this

Consent Order fails to comply with the Consent Order or fails to protect public health or

1 safety or the environment, the Department may return the document to Respondent(s)
2 with recommended changes and a date by which Respondent(s) must submit to the
3 Department a revised document incorporating the recommended changes.

4 8.2 Liability: Nothing in this Consent Order shall constitute or be construed as a
5 satisfaction or release from liability for any conditions or claims arising as a result of
6 past, current, or future operations of Respondent(s), except as expressly provided in
7 this Consent Order. Notwithstanding compliance with the terms of this Consent Order,
8 the Department, and any other governmental agency with authority to do so may require
9 Respondent(s) to take further actions to protect public health or welfare or the
10 environment.

11 8.3 Government Liabilities: The State of California shall not be liable for injuries
12 or damages to persons or property resulting from acts or omissions by Respondent or
13 related parties specified in paragraph # 1.1, in carrying out activities pursuant to this
14 Consent Order, nor shall the State of California be held as a party to any contract
15 entered into by Respondent or Respondent's agents in carrying out activities pursuant
16 to this Consent Order.

17 PAYMENTS

18 9. Within thirty (30) calendar days of the Effective Date of this Consent Order,
19 Respondent shall pay the Department a total of \$14,000. Respondent's check shall be
20 made payable to the Department of Toxic Substances Control, shall identify the
21 Respondent and Docket Number as shown in the caption of this case, and shall be
22 delivered together with the attached Payment Voucher to:

23 Department of Toxic Substances Control
24 Accounting Office
P. O. Box 806
Sacramento, California 95812-0806

1 A photocopy of the check shall also be sent electronically:

2 To:
3 Rick Robison
4 Senior Environmental Scientist (Supervisory)
5 Enforcement & Emergency Response Division
6 700 Heinz Avenue, Berkeley CA 94710
7 Rick.Robison@dtsc.ca.gov

8 and

9 Pragya.Pandey@dtsc.ca.gov

10 10. If Respondent fails to make payment as provided above, Respondent agrees
11 to pay interest at the rate established pursuant to Health and Safety Code section
12 25360.1 and to pay all costs incurred by the Department in pursuing collection,
13 including, but not limited to, attorney's fees.

14 OTHER PROVISIONS

15 11. Penalties for Noncompliance: Failure to comply with the terms of this
16 Consent Order may subject Respondent to costs, civil penalties, and/or punitive
17 damages, including any costs incurred by the Department or other government
18 agencies as a result of such failure, as provided by Health and Safety Code section
19 25188 and other applicable provisions of law.

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

1 12.1 Effective Date: The Effective Date of this Consent Order is the date the
2 Consent Order is signed by the Department.

3 12.2 Integration: This Consent Order constitutes the entire agreement between
4 the Parties and may not be amended, supplemented, or modified, except by express
5 written agreement signed by authorized representatives of each of the Parties.

6 12.3 Headings: The headings contained in this Consent Order are for reference
7 purposes only and shall not affect in any way the meaning or interpretation of this
8 Consent Order.

9 12.4 Consent Order Jointly Drafted: The Parties agree that this Consent Order
10 shall be construed as if the Parties jointly prepared this Consent Order and that this
11 Consent Order shall not be construed against any Party on the ground that such Party
12 drafted the Consent Order.

13 12.5 Future Statutory or Regulatory Changes: Nothing in this Consent Order
14 shall exempt or excuse Respondent from complying with existing law, or with meeting
15 any more stringent requirements that may be imposed by applicable law or changes in
16 the applicable law.

17 12.6 Continuing Jurisdiction: In the event that any provision of this Consent
18 Order, or the application of any such provision to any party or set of circumstances, is
19 for any reason or to any extent determined to be invalid, unlawful, void or unenforceable
20 (hereafter collectively "Void"), the Parties shall negotiate in good faith to modify this
21 Consent Order in a mutually acceptable manner to produce a Consent Order effecting
22 the Parties' original intent as closely as possible and to the fullest extent possible
23 without any Void provisions. If the Parties are unable to mutually agree on such a
24 modification to this Consent Order, a governmental body or other tribunal having
jurisdiction to do so is authorized, and requested, to modify this Consent Order to effect

1 the Parties' original intent as closely as possible and to the fullest extent possible
2 without any Void provisions.

3 12.7 Electronic Signatures: The Parties acknowledge and agree that this
4 Consent Order may be executed by electronic signature, which shall be considered as
5 an original signature for all purposes and shall have the same force and effect as an
6 original signature.

7 Dated: Feb. 29, 2024

8 Arthur Lee Gray, Owner/operator, Lee G & Company Inc.

9 Original signed by Arthur Lee Gray

10 
11 Respondent

12 Dated: Feb. 29, 2024

13 Rick Robison, Senior Environmental Scientist (Supervisory)

14 Original signed by Rick Robison

15 Department of Toxic Substances Control

16
17 cc.

18 April Ranney

19 April.Ranney@dtsc.ca.gov

20 Branch Chief

21 Enforcement & Emergency Response Division

22 700 Heinz Avenue, Berkeley CA 94710

23 Rick Robison

24 Rick.Robison@dtsc.ca.gov

Senior Environmental Scientist (Supervisory)

Enforcement & Emergency Response Division

700 Heinz Avenue, Berkeley CA 94710

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