

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

DOCKET HWCA 20237759

D. I. EXPRESS WASTE
MANAGEMENT COMPANY
5045 CORINTHIA WAY
OCEANSIDE, CA 92056

CONSENT ORDER

EPA ID NO. CAL000159447

HEALTH AND SAFETY CODE

SECTION 25187

Respondent

INTRODUCTION

The California Department of Toxic Substances Control (Department) and D.I. Express Waste Management Company (Respondent), collectively the "Parties," enter into this Consent Order and agree as follows:

1. Respondent is a registered transporter of hazardous waste (Hazardous Waste Transporter Registration Number 3475).
2. The Department inspected Respondent on October 26 and 30, 2023.
3. The Department alleges that Respondent violated Health and Safety Code (HSC) 25163(a)(2) by transporting non-RCRA hazardous waste without a valid DTSC Registration for three years and eight months (October 01, 2019, to May 17, 2023).
4. Jurisdiction exists pursuant to Health and Safety Code section 25187.
5. Respondent waives any right to a hearing in this matter and waives any right to appeal this Consent Order.
6. Respondent admits to the violation alleged above in paragraph 3.
7. This Consent Order shall constitute full settlement of the violations alleged above but does not limit the Department from taking appropriate enforcement action concerning any other violations, except to the extent expressly provided in this Consent Order.

1 COMPLIANCE REQUIREMENTS

2 8. Respondent shall comply with all applicable provisions of the Hazardous Waste
3 Control Law (Health & Safety Code, section 25100 et seq.) and its implementing regulations
4 (Cal. Code of Regs., tit 22, section 66260.1, et seq.).

5 9. Respondent has corrected the violation noted in paragraph 3 above.

6 PAYMENTS

7 10. Within 30 calendar days of the Effective Date of this Consent Order, as defined in
8 paragraph 15 below, Respondent shall pay the Department a total of \$5,600 (five
9 thousand six hundred dollars) in administrative penalties. Respondent's check or
10 electronic funds transfer (EFT) or credit card shall be made payable to Department of
11 Toxic Substances Control. If payment is made by check, the check shall identify the
12 Respondent and Docket Number as shown in the caption of this Consent Order, and
shall be delivered together with the attached Payment Voucher to:

13 Department of Toxic Substances Control
14 Accounting Office
15 P. O. Box 806
Sacramento, California 95812-0806

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

17 To: Jeffrey Sterling, Senior Environmental Scientist (Supervisor),
Jeffrey.Sterling@dtsc.ca.gov

18 If Respondent(s) makes payment by EFT, the payment shall be made as directed in the
19 "Electronic Fund Transfer Instructions" provided by the Department to Respondent upon
20 request. As soon as the EFT payment is completed, Respondent(s) shall notify the
21 Department's Accounting Office by email (accounting@dtsc.ca.gov) and
22 j.robinson@dtsc.ca.gov.

23 If Respondent(s) make a payment by credit card, the payment shall be made by using
24 the links <https://www.thepayplace.com/dtsc/dtsc/revenuefp/billpreview.aspx> or
<https://dtsc.ca.gov/make-a-payment/> and select "Consent Orders and Stipulations".

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

5 SUSPENSION OF HAZARDOUS WASTE TRANSPORTATION REGISTRATION

6 12. Upon the Department's determination that Respondent has failed to make a timely
7 payment per paragraph 10., the Department will notify the Respondent in writing that
8 Respondent's hazardous waste transporter registration is suspended. Respondent is
9 prohibited from transporting hazardous waste until the Department has determined in
10 writing that Respondent has returned to compliance with paragraph 10. of the Consent
11 Order. Respondent waives any rights they may have to any separate or independent
12 judicial or administrative procedures or processes that may apply to the suspension of
13 Respondent's then current hazardous waste transporter registration.

14 OTHER PROVISIONS

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

20 14. Parties Bound: This Consent Order shall apply to and be binding upon Respondent
21 and Respondent's officers, directors, agents, receivers, trustees, employees,
22 contractors, consultants, successors, and assignees, including but not limited to
23 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.

15. Effective Date: The Effective Date of this Consent Order is the date the Consent

Order is signed by the Department.

- 1 16. Integration: This Consent Order constitutes the entire agreement between the
2 Parties and may not be amended, supplemented, or modified, except by express
3 written agreement signed by authorized representatives of each of the Parties.
- 4 17. Headings: The headings contained in this Consent Order are for reference purposes
5 only and shall not affect in any way the meaning or interpretation of this Consent
6 Order.
- 7 18. Consent Order Jointly Drafted: The Parties agree that this Consent Order shall be
8 construed as if the Parties jointly prepared this Consent Order and that this Consent
9 Order shall not be construed against any Party on the ground that such Party drafted
10 the Consent Order.
- 11 19. Reviewed by Counsel: The Parties acknowledge that they have had the opportunity
12 to consult with counsel concerning this matter, that they have read and fully
13 understand the terms of this Consent Order or have had the Consent Order analyzed
14 by their counsel, and that they are fully aware of the Consent Order's contents and
15 legal effect.
- 16 20. Future Statutory or Regulatory Changes: Nothing in this Consent Order shall exempt
17 or excuse Respondent(s) from complying with existing law, or with meeting any more
18 stringent requirements that may be imposed by applicable law or changes in the
19 applicable law.
- 20 21. Continuing Jurisdiction: In the event that any provision of this Consent Order, or the
21 application of any such provision to any party or set of circumstances, is for any
22 reason or to any extent determined to be invalid, unlawful, void or unenforceable
23 (hereafter collectively "Void"), the Parties shall negotiate in good faith to modify this
24 Consent Order in a mutually acceptable manner to produce a Consent Order
effecting the Parties' original intent as closely as possible and to the fullest extent
possible without any Void provisions. If the Parties are unable to mutually agree on
such a modification to this Consent Order, a governmental body or other tribunal

1 having jurisdiction to do so is authorized, and requested, to modify this Consent
2 Order to effect the Parties' original intent as closely as possible and to the fullest
3 extent possible without any Void provisions.

4 22. Authority to Bind: Respondent warrant and guarantee Respondent's signatory or
5 signatories below has or have been duly authorized and has or have full authority to
6 execute this Consent Order on behalf of Respondent.

7 23. Electronic Signatures: The Parties acknowledge and agree that this Consent Order
8 may be executed by electronic signature, which shall be considered as an original
9 signature for all purposes and shall have the same force and effect as an original
10 signature.

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

15 Dated: 

Original signed by Dominique Itzen

16 Dominique Itzen, Owner
D.I. Express Waste Management Company

Original signed by Jeffrey Sterling

17 Dated: June 19, 2024

18 Jeffrey Sterling
19 Senior Environmental Scientist (Supervisor)
20 Enforcement & Emergency Response
21 Department of Toxic Substances Control
22
23
24

1 Cc email:

2 EERD:

3 Alfredo Rios

4 Alfredo.Rios@dtsc.ca.gov

5 Environmental Program Manager I (Supervisor)

6 Jeffrey Sterling

7 Jeffrey.Sterling@dtsc.ca.gov

8 Senior Environmental Scientist, Supervisor

9 Accounting:

10 Dong Cao

11 Dong.Cao@dtsc.ca.gov

12 Accounting Administrator I (Sup)

13 Financial Planning & Contracting Services

14 Cristina Panainte

15 Cristina.Panainte@dtsc.ca.gov

16 Sr. Accounting Officer-Spec

17 Financial Planning & Contracting Services