

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Docket HWCA 20207553

SA RECYCLING, LLC
3200 FRONTERA STREET
ANAHEIM, CALIFORNIA
ID NO. CAL000305409

CONSENT ORDER

Respondent

HEALTH AND SAFETY CODE
SECTION 25187

INTRODUCTION

The California Department of Toxic Substances Control (Department) and SA Recycling, LLC (Respondent), singularly a "Party" and collectively the "Parties," enter into this Consent Order and agree as follows:

1. Respondent generates, handles, treats, and stores hazardous waste at SA Recycling, Anaheim located at 3200 Frontera Street, Anaheim, California 92806 (the "Site").

2. The Department inspected the Site on October 3 and 17, 2019.

3. The Department alleges the following violations:

3.1 Respondent violated California Code of Regulations (CCR), title 22, sections 66262.10(h), 66262.34(a)(4),¹ and 66265.31 in that, on or about October 17, 2019, Respondent failed to minimize the possibility of release of hazardous waste or hazardous waste constituents to the air, soil, or surface water which could threaten human health or the environment, to wit: Department scientists observed piles of light fibrous materials (LFM)/soil/debris that had

¹ Effective July 1, 2024, recodified as CCR, Title 22, section 66262.17(a)(6).

1 accumulated on the ground outside and in the Metal Recovery Plant building,
2 under and around the shredder and metal separation treatment systems.
3 Respondent had not taken proper measures (sweeping and containing the
4 LFM/soil/debris) to minimize the possibility of its release to the surrounding
5 environment.

6 3.2 Respondent violated California Health and Safety Code (HSC), Section
7 25189.2(d) in that, on or about October 3 and 17, 2019, Respondent treated
8 a hazardous waste at a point that is not authorized, to wit: Department
9 scientists observed a de-watering treatment unit (a metal container, the sides
10 and bottom of which consist of a grid) of stormwater clarifier solids in the
11 storm water treatment area in the southeast part of the yard. The container
12 was labeled as a hazardous waste and was being used to treat (de-water)
13 hazardous waste stormwater clarifier solids generated onsite. Based on the
14 hazardous waste label and Respondent's characterization of the stormwater
15 clarifier solids, Respondent was treating hazardous waste without regulatory
16 authorization. Respondent did not qualify for the treatment exemption in
17 HSC, Section 25123.5(b)(1)(A) because the hazardous waste sludge was
18 not stored in a proper container and was not fully captured; the treatment did
19 not meet the requirements governing the generation and accumulation of
20 hazardous waste.

21 3.3 Respondent violated CCR, title 22, section 66262.23 in that, on or about
22 October 3 and 17, 2019, Respondent failed to complete and use Uniform
23 Hazardous Waste Manifests for shipments of hazardous waste compressed
24 gas cylinders containing hazardous gases propane, acetylene and

1 compressed natural gas. During the inspection, Respondent provided a
2 copy of documentation from Tradebe Treatment & Recycling, LLC
3 (Attachment 8 of the Department Report issued on 1/23/2020), showing
4 cylinders containing these gases shipped offsite from Respondent on a Bill of
5 Lading on August 21, 2018. Compressed gas cylinders containing
6 hazardous gases sent offsite for treatment, recycling, or disposal are a
7 hazardous waste and must be accompanied by a properly completed
8 Uniform Hazardous Waste Manifest.

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

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

12 6. A dispute exists regarding the violations alleged above in paragraphs 3.1 – 3.3.
13 The Parties wish to avoid the expense of litigation and to ensure prompt compliance.

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

17 COMPLIANCE REQUIREMENTS

18 8. Respondent shall immediately comply with all applicable provisions of the
19 Hazardous Waste Control Law (HSC, Section 25100 et seq.) and its implementing
20 regulations (CCR, title 22, section 66260.1 et seq.) at the Site.

21 9. Moreover, specifically regarding compliance for the violations alleged in this
22 Consent Order:

23 9.1 The violation alleged in paragraph 3.1 above has been corrected.

24 9.2 Return to compliance requirements for the violation alleged in paragraph 3.2

1 above requires Respondent to capture the water dripping from the gridded
2 sieving bins in the Water Treatment System area. Respondent shall maintain
3 the Water Treatment System to prevent leaks, spills, and/or discharges and
4 submit to the Department any proposed changes to the Water Treatment
5 System (e.g., photographs, drawings, explanation) no less than 60 days prior
6 to their implementation.

7 9.3 Regarding the violation alleged in paragraph 3.3 above, Respondent shall
8 continue to send compressed gas cylinders containing hazardous gases
9 offsite for treatment, recycling, or disposal accompanied by a properly
10 completed Uniform Hazardous Waste Manifest unless and until such time as
11 the Department approves an alternative management procedure.

12 10. Submittals: All submittals from Respondent pursuant to this Consent Order shall
13 be sent to:

14 Faith Friend
15 Senior Environmental Scientist (Specialist)
16 Office of Criminal Investigations
17 Department of Toxic Substances Control
18 8800 Cal Center Drive
19 Sacramento, California 95826
20 Faith.Friend@dtsc.ca.gov

21 10.1 Communications: All approvals and decisions of the Department made
22 regarding such submittals and notifications are effective only if
23 communicated to Respondent in writing by a Department Branch Chief, or
24 their designee. No advice, guidance, suggestions, or comments by the
Department regarding reports, plans, specifications, schedules, proposals, or
any other communications by Respondent shall be construed to relieve

Respondent of the obligation to obtain such formal, written approvals as may be required.

10.2 Department Review and Approval: If the Department determines that any 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 safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

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

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

10.5 Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a

1 result of past, current, or future operations of Respondent, except as
2 expressly provided in this Consent Order. Notwithstanding compliance with
3 the terms of this Consent Order, the Department, and any other
4 governmental agency with authority to do so may require Respondent to take
5 further actions to protect public health or welfare or the environment, as
6 allowed by law.

7 10.6 Site Access: Access to the Site shall be provided at all reasonable times to
8 employees, contractors, and consultants of the Department, and any agency
9 having jurisdiction. Nothing in this Consent Order is intended to limit in any
10 way the right of entry or inspection that any agency may otherwise have
11 under applicable law, including but not limited to statute and regulations.
12 The Department and its authorized representatives may enter, have access
13 to, and move freely about all property at the Site at all reasonable times for
14 purposes including but not limited to inspecting records, operating logs, and
15 contracts relating to the Site; reviewing the progress of Respondent in
16 carrying out the terms of this Consent Order; and conducting such tests and
17 sampling as the Department may deem necessary. Respondent shall permit
18 such persons to inspect and copy all records, documents, and other writings,
19 including all sampling and monitoring data, in any way pertaining to work
20 undertaken pursuant to this Consent Order.

21 10.7 Sampling, Data, and Document Availability: Respondent shall permit the
22 Department and its authorized representatives to inspect and copy all
23 sampling, testing, monitoring, and other data generated by Respondent or on
24 Respondent's behalf in any way pertaining to work undertaken pursuant to

1 this Consent Order. Respondent shall allow the Department and its
2 authorized representatives to take duplicates of any samples collected by
3 Respondent pursuant to this Consent Order. Respondent shall maintain a
4 central depository of the data, reports, and other documents prepared
5 pursuant to this Consent Order. All such data, reports, and other documents
6 shall be preserved by Respondent for a minimum of six years after the
7 conclusion of all activities under this Consent Order. If the Department
8 requests that some or all of these documents be preserved for a longer
9 period of time, Respondent shall either comply with that request, deliver the
10 documents to the Department, or permit the Department to copy the
11 documents prior to destruction. Respondent shall notify the Department in
12 writing at least six months prior to destroying any documents prepared
13 pursuant to this Consent Order.

14 10.8 Government Liabilities: The State of California shall not be liable for injuries
15 or damages to persons or property resulting from acts or omissions by
16 Respondent or related parties specified in paragraph 9 in carrying out
17 activities pursuant to this Consent Order, nor shall the State of California be
18 held as a party to any contract entered into by Respondent or Respondent's
19 agents in carrying out activities pursuant to this Consent Order.

20 10.9 Incorporation of Plans and Reports: All plans, schedules, and reports that
21 require Department approval and are submitted by Respondent pursuant to
22 this Consent Order are incorporated into this Consent Order upon approval
23 by the Department.
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10.10 Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order, the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

10.11 Extension Approvals: The Department has sole, unfettered discretion to grant or deny a request for an extension. If the Department determines that good cause exists for an extension, the Department will grant the request and specify in writing a new compliance schedule.

PAYMENTS

11. Within 30 calendar days of the Effective Date of this Consent Order, as defined in paragraph 14 below, Respondent shall pay the Department a total of \$16,800.00. Respondent's check or electronic funds transfer (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) and Faith Friend (faith.friend@dtsc.ca.gov). If payment is made by check, the check shall identify the Respondent and Docket Number as shown in the caption of this Consent Order, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control
Attn: Cashier
Accounting Office
P.O. Box 806
Sacramento, California 95812-0806

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

3
4 Faith Friend
5 Senior Environmental Scientist (Specialist)
6 Office of Criminal Investigations
7 Department of Toxic Substances Control
8 Faith.Friend@dtsc.ca.gov

9
10 Sara Rogers
11 Attorney III
12 Office of Legal Counsel
13 Department of Toxic Substances Control
14 Sara.Rogers@dtsc.ca.gov

15 If Respondent fails to make payment as provided above, Respondent agrees to
16 pay interest at the rate established pursuant to HSC, Section 79655 and to pay
17 all costs incurred by the Department in pursuing collection, including, but not
18 limited to, attorney's fees.

19 OTHER PROVISIONS

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

13 13. Parties Bound: This Consent Order shall apply to and be binding upon
14 Respondent and Respondent's officers, directors, agents, receivers, trustees,
15 employees, contractors, consultants, successors, and assignees, including but not
16 limited to individuals, partners, and subsidiary and parent corporations, and upon the

1 Department and any successor agency that may have responsibility for and jurisdiction
2 over the subject matter of this Consent Order.

3 14. Effective Date: The Effective Date of this Consent Order is the date the Consent
4 Order is signed by the Department.

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

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

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

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

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

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

12 21. Authority to Bind: Respondent warrants and guarantees Respondent's signatory
13 or signatories below has or have been duly authorized and has or have full authority to
14 execute this Consent Order on behalf of Respondent.

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

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

Dated: October 18th, 2024.

Original signed by Tyler Adams

Tyler Adams
Chief Operating Officer
Respondent

Dated: October 25, 2024

Patrick Hsieh
Senior Environmental Scientist (Supervisory)
Original signed by Patrick Hsieh
Department of Toxic Substances Control