

1 ELLIOT BLOCK SBN 116999  
Chief Counsel  
2 HEATHER L. HUNT SBN 225861  
3 MARTHA PEREZ SBN 271766  
Attorneys for Complainant  
4 DEPARTMENT OF RESOURCES RECYCLING & RECOVERY  
1001 I Street, 24<sup>th</sup> Floor  
5 P. O. Box 4025  
6 Sacramento, CA 95812-4025  
Telephone: (916) 341- 6068  
7 Facsimile: (916) 319-7677

8  
9 STATE OF CALIFORNIA

10 DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

11 In the matter of:	)	ADMINISTRATIVE DECISION
12	)	PURSUANT TO STIPULATION FOR
13 ANGELICA OGANYAN AND JACK	)	WASTE TIRE HAULER
14 OGANYAN DBA JACK'S TIRE	)	ADMINISTRATIVE PENALTIES
15 RECYCLING	)	
16 TPID NO: 1641837-01	)	AGENCY NO: 2013-011155-ADC
17 RESPONDENTS	)	CASE NO: IH14-004-TIR
18	)	

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20 **INTRODUCTION AND PROCEDURAL HISTORY**

21 The California Department of Resources Recycling and Recovery (CALRECYCLE)  
22 has authority to regulate and conduct enforcement actions regarding Waste Tire Haulers  
23 and Waste Tire Facilities within the State of California under Public Resources Code  
24 (PRC) sections 42850 et seq. and 42962 et seq., and attendant regulations contained in  
25 14 California Code of Regulations (CCR).

26 This Administrative Decision Pursuant to Stipulation for Waste Tire Hauler  
27 Administrative Penalties is based on the Stipulation for Issuance of Administrative  
28 Decision for Waste Tire Hauler Administrative Penalties (Stipulation) signed by JACK

1 OGANYAN and ANGELICA OGANYAN DBA JACK'S TIRE RECYCLING

2 (RESPONDENTS) on June 17, 2012.

3 The ADMINISTRATIVE COMPLAINT FOR WASTE TIRE HAULER  
4 ADMINISTRATIVE PENALTIES (Complaint) was served on RESPONDENT Jack  
5 Oganyan on April 28, 2014 and RESPONDENT ANGELICA OGANYAN on April 29, 2014.  
6 RESPONDENT JACK OGANYAN, requested a hearing on April 29, 2014 and  
7 RESPONDENT ANGELICA OGANYAN requested a hearing on May 6, 2014. An  
8 AMENDED ADMINISTRATIVE COMPLAINT FOR WASTE TIRE HAULER PENALTIES  
9 was served on RESPONDENTS on May 6, 2014. A hearing was scheduled for June 18,  
10 2014, in Los Angeles, California.

11 Pursuant to the Stipulation, and good cause appearing therefore, the following  
12 Stipulated Factual Findings and Legal Conclusions are made, and the following Order is  
13 issued:

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15 **STIPULATED FACTURAL FINDINGS**

16 1. PRC section 42808 defines a waste tire facility (WTF) as a "location, other  
17 than a solid waste facility . . . where, at any time, waste tires are stored, stockpiled,  
18 accumulated, or discarded."

19 2. PRC section 42808(b) defines a major WTF as being a WTF where, at any  
20 time, 5,000 or more waste tires are or will be stored, stockpiled, accumulated, or  
21 discarded.

22 3. PRC section 42824 makes it unlawful to direct or transport waste tires to a  
23 major WTF or to accept waste tires at a major WTF unless the operator has first obtained  
24 a major WTF permit.

25 4. PRC section 42951(b) requires a registered waste and used tire hauler to  
26 transport waste or used tires only to a facility that is permitted, excluded, exempted, or  
27 otherwise authorized by CALRECYCLE, by statute, or by regulation, to accept waste and  
28 used tires, or to a facility that lawfully accepts waste or used tires for reuse or disposal.

1           5.       PRC section 42953 requires any person who gives, contracts, or arranges  
2 with another person to transport waste or used tires to utilize only a person holding a valid  
3 waste and used tire hauler registration, unless the hauler is exempt as specified in PRC  
4 section 42954.

5           6.       PRC section 42961.5(c)(2) requires any waste and used tire hauler hauling  
6 waste or used tires for offsite handling, altering, storage, disposal, or any combination  
7 thereof, to complete the California Uniform Waste and Used Tire Manifest as required by  
8 the Department. The waste and used tire hauler shall provide the manifest to the waste or  
9 used tire facility operator who receives the waste or used tires for handling, altering,  
10 storage, disposal, or any combination thereof. Each waste and used tire hauler shall  
11 submit to CALRECYCLE, on a quarterly schedule, a legible copy of each manifest.

12           7.       RESPONDENTS have been a registered waste and used tire hauler as  
13 JACK'S TIRE RECYCLING since August 2, 2002.

14           8.       RESPONDENTS have been provided instruction regarding the proper  
15 completion, retention, and delivery of California Uniform Waste and Used Tire Manifests,  
16 also known as Comprehensive Trip Log (CTL) forms or "manifest forms," at the time of  
17 RESPONDENTS' initial hauler registration and annually during the hauler registration  
18 renewal process.

19           9.       At the time of RESPONDENTS' initial registration and each subsequent year  
20 that RESPONDENTS applied for their hauler registration, CALRECYCLE sent  
21 RESPONDENTS a hauler package containing: (1) instructions on transporting waste/used  
22 tires; (2) a complete list of hauler and manifesting regulations (Title 14, California Code of  
23 Regulations, Chapter 6); and (3) a training compact disc on the proper storage and  
24 transportation of waste/used tires. RESPONDENTS were also sent a CTL Guidance  
25 Manual, explaining in detail how to properly complete the CTL form, including the  
26 requirement to manifest all waste and used tire pickups and deliveries. In addition, on or  
27 about November 18, 2011, CALRECYCLE mailed out a Hauler Alert to RESPONDENTS  
28 informing RESPONDENTS of the zero tolerance policy

1 applicable to transporting waste tires to unauthorized locations.

2 10. During an inspection of 12087 Lopez Canyon Road, San Fernando,  
3 California, (the site) on April 30, 2013, and documented in Waste Tire Survey and  
4 Inspection Report (Inspection Report) number I1-1161382, Inspector Ziba Atai from the  
5 Los Angeles County Department of Public Health observed at least 77,000 baled waste  
6 tires. During her inspection, Inspector Atai discovered the waste tire bales had been  
7 transported to this location by RESPONDENTS. Inspector Atai issued RESONDENTS, a  
8 Notice of Violation (NOV) for operating a major WTF without a WTF permit and for not  
9 complying with the manifesting requirements. This site had no Tire Program Identification  
10 number (TPID) issued by CALRECYCLE.

11 11. On June 19, 2013, Inspector Atai conducted a re-inspection of the site to  
12 determine if the operator had complied with the NOV. During the re-inspection it was  
13 determined by the inspector that all the baled waste tires had been removed from the site.  
14 RESPONDENTS provided Inspector Atai with 64 invoices dated between May 7, 2013,  
15 and June 17, 2013, showing the pickup of containers carrying the baled waste tires that  
16 were then transported to the Port of Long Beach by Ultimate Express Transportation  
17 Corporation located at 13212 South Paramount Boulevard, South Gate, CA. Ultimate  
18 Express Transportation Corporation was not a CALRECYCLE-registered waste tire hauler  
19 or otherwise exempt pursuant to PRC section 42954. Listed in the table below are the  
20 invoices showing the removal of the baled waste tires shipped to the Port of Long Beach.

<b>Date</b>	<b>Violation</b>	<b>Tire Transporter</b>	<b>Cargo/Seal Number</b>
May 7, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665257
May 7, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665259
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665256
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665258
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665281
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665279
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665284
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665296

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May 9, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665214
May 9, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665219
May 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665238
May 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665237
May 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665218
May 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665216
May 15, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665291
May 15, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665249
May 16, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665222
May 16, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665247
May 16, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665242
May 20, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665227
May 20, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665246
May 20, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665207
May 21, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665217
May 22, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665215
May 22, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665205
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665208
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665253
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665276
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665248
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665277
May 24, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665274
May 24, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665221
May 28, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665283
May 28, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665245
June 5, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665270
June 5, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665288

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June 6, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174871
June 6, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665261
June 6, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665271
June 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665202
June 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665265
June 10, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174873
June 10, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174874
June 10, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174875
June 11, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174877
June 11, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174876
June 12, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174880
June 12, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174881
June 12, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174882
June 13, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174883
June 13, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174884
June 13, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174885
June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174886
June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665268
June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665254
June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666905
June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666906
June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665209
June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666908
June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666909
June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666910
June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666911
June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666912

1 **LEGAL CONCLUSIONS**

2 The Parties stipulated to the following conclusions of law:

3 12. RESPONDENTS violated PRC section 42951(b) and PRC section  
4 42961.5(c)(2) by transporting at least 24 loads of baled waste tires to an unpermitted site  
5 and failing to manifest those loads on Comprehensive Trip Log forms.

6 13. RESPONDENTS violated PRC section 42953 from May 7, 2013 to June 17,  
7 2013, by either giving, contracting or arranging for the transportation of 62 loads of 10 or  
8 more waste/used tires with Ultimate Express Transportation Corporation, an entity not in  
9 possession of a valid waste tire hauler registration from CALRECYCLE or that was  
10 otherwise exempt from the registration requirement pursuant to PRC section 42954.

11  
12 **ORDER**

13 14. CALRECYCLE approves of, and adopts the terms of the Stipulation, and  
14 hereby orders RESPONDENTS to comply with the following terms, in accordance with the  
15 Stipulation:

16 (a) Pursuant to the terms and conditions of the Stipulation, and subject to the  
17 limitations hereunder, RESPONDENTS stipulate to an administrative penalty against  
18 RESPONDENTS and in favor of CALRECYCLE in the sum of \$146,000.00 for the  
19 violations set forth in the Stipulation. Payment of the penalty shall be satisfied in the  
20 following manner:

21 i) RESPONDENTS shall pay \$17,000.00 to CALRECYCLE in  
22 accordance with the following:

23 1. RESPONDENTS shall pay \$7,000.00 to CALRECYCLE within  
24 60 days of the issuance of the Administrative Decision in this matter  
25 (Decision).

26 2. RESPONDENTS shall pay \$10,000.00 to CALRECYCLE in  
27 installments of \$386.11 each month with the first payment due on  
28 October 1, 2014.

1 3. All payments shall be made to CALRECYCLE, Attn: Esther  
2 Gallegos, at P. O. Box 4025, Sacramento, CA 95812-4025, or to  
3 such other person and/or place as CALRECYCLE or its agent may  
4 from time to time designate in writing.

5 4. If any payment by RESPONDENTS is not mailed to  
6 CALRECYCLE by the due date, or a date later issued by  
7 CALRECYCLE, and if RESPONDENTS fail to cure the missed  
8 payment(s) within twenty (20) days of said missed payment,  
9 RESPONDENTS shall be found in partial default of the stipulation.  
10 The partial default amount due shall be calculated to include the  
11 amount owed from the missing payment(s) plus a late penalty and  
12 interest.

13 ii) \$139,000 of this administrative penalty shall be stayed and held in  
14 abeyance for a period of three years. The stayed penalty shall be deemed terminated and  
15 shall not be paid by RESPONDENTS to CALRECYCLE following the three-year period  
16 absent a default as described.

17 (b) RESPONDENTS shall not create a minor or major WTF at any location other  
18 than 11365 Pendleton St., Sun Valley, California 91352, without first obtaining a WTF  
19 permit.

20 (c) RESPONDENTS shall reduce the amount of waste tires onsite within 30  
21 days of the issuance of the Decision, and maintain a waste tire count of 4,999 or less at  
22 11365 Pendleton St., Sun Valley, California 91352. Violation of this term may result in  
23 additional enforcement action by CALRECYCLE, including an action by CALRECYCLE  
24 seeking additional penalties for waste tire storage violations; the Decision shall serve in  
25 lieu of the Cleanup and Abatement Order required by 14 CCR section 18429 and PRC  
26 section 42845 in any future enforcement action. RESPONDENTS understand that a  
27 violation of this term may result in a denial of RESPONDENTS Major WTF Permit  
28 described in subparagraph (d) below.

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2 (d) RESPONDENTS shall submit a complete and correct application for a Major  
3 WTF Permit within six months of the issuance of the Decision, for the 11365 Pendleton  
4 St., Sun Valley, California 91352, location. RESPONDENTS shall submit a draft  
5 application for said Major WTF Permit to CALRECYCLE within 30 days of the issuance of  
6 the Decision.

7 (e) RESPONDENTS shall submit an Electronic Data Transfer (EDT) application  
8 within 30 days of the issuance of the Decision. RESPONDENTS shall submit all manifests  
9 electronically through EDT for a 12-month period from the date of enrollment in the EDT  
10 program. RESPONDENTS shall maintain a manifest error rate of 7% or less for the three-  
11 year abeyance period.

12 (f) RESPONDENTS shall comply with all other laws related to waste tire  
13 storage and waste tire haulers set forth in PRC section 42800 et seq., PRC section 42950  
14 et seq., and Title 14 of the CCR. A violation of any law related to waste tire storage and  
15 waste tire haulers that is not described by a separate provision of the Stipulation shall  
16 constitute a partial default of the Stipulation.

17 (g) RESPONDENTS shall grant CALRECYCLE inspectors, or any  
18 representative designated by CALRECYCLE, access to the 11365 Pendleton St., Sun  
19 Valley, California 91352, for the purpose of verifying compliance with the agreed-upon  
20 term in subparagraph (c) above, and for any additional inspections that may be necessary  
21 due to RESPONDENTS' lack of compliance with that subparagraph. RESPONDENTS  
22 shall reimburse CALRECYCLE for the cost of these inspections (including costs for the  
23 time spent preparing for the inspection, traveling to the site, and preparing and writing any  
24 Inspection Report).

25 i. Failure to grant access to inspectors or agents designated by  
26 CALRECYCLE, or failure to reimburse CALRECYCLE for the costs of an additional  
27 inspection within 30 days of an invoice shall be deemed a partial default of the Stipulation.  
28 The partial default amount due shall be calculated from the amount owed plus a late fee  
and interest.

1           ii.     The cost of the additional inspections shall be billed at the rate  
2 approved by CALRECYCLE's accounting and budgets offices for enforcement agent  
3 inspections for that fiscal year.

4           15.    Default: If RESPONDENTS default under any of the terms of this  
5 Stipulation, CALRECYCLE shall send a Notice of Default to RESPONDENTS; said Notice  
6 of Default shall state the paragraphs or provisions of the Stipulation of which  
7 RESPONDENTS are in default and the abeyance amount owed. RESPONDENTS shall  
8 have 15 days from the date of the issuance of the Notice of Default to provide evidence  
9 refuting CALRECYCLE's claim of default. After a review of the evidence provided by  
10 RESPONDENTS, CALRECYCLE shall make a determination regarding the default and, if  
11 appropriate, shall issue a Supplemental Decision regarding any remaining penalties due.

12           16.    Unless otherwise specified in the subsections above, failure to comply with  
13 any of the above terms shall constitute a full default of the Stipulation and the full  
14 abeyance amount less any amount already paid to CALRECYCLE shall become  
15 immediately due and payable.

16           17.    In those subsections above for which a partial default has been designated,  
17 the penalty amount for each partial default as determined by CALRECYCLE shall become  
18 immediately due and payable by RESPONDENTS.

19           i.     Unless otherwise stated, CALRECYCLE shall base any abeyance  
20 amount due on the penalty amounts set forth in PRC sections 42850, 42850.1, 42962, and  
21 14 CCR sections 18429 and 18464, taking into account the nature, circumstances, extent  
22 and gravity of the partial default.

23           ii.    If RESPONDENTS are ordered to pay a partial default fine and fail to  
24 do so within 30 days, the failure shall constitute a full default and the remaining amount of  
25 \$139,000.00 dollars, less any amount already paid to CALRECYCLE, shall become  
26 immediately due and payable.

1 The DECISION shall become effective as of the date signed below:

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3 Dated this 17 day of June, 2014.

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6 Dated: 6/17/14

  
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7 MARK DE BIE  
8 Deputy Director  
9 DEPARTMENT OF RESOURCES, RECYCLING  
10 AND RECOVERY (CALRECYCLE)

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