

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, 24th 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:) CASE NO. IH14-010-TIR
12)
13 MNE TRUCKING INC. DBA SIBRIAN) NOTICE OF SETTLEMENT
(Gov. Code § 11415.60)
14 TRUCKING)
15 TPID NO: 1594888-01) AGENCY NO: 2014-011160-ADC
16)
17 RESPONDENT)
18)

19 **TO THE CALRECYCLE LEGAL OFFICE, HEARING OFFICER, AND ALL PARTIES:**

20 PLEASE TAKE NOTICE that this case has been settled. Complainant, California Department
21 of Resources Recycling and Recovery, and Respondent, MNE Trucking Inc. dba Sibrian
22 Trucking., have signed a final written agreement resolving this case.

23 A true and correct copy of the signed Stipulated Settlement Agreement (Stipulation for
24 Waste Tire Hauler Administrative Penalties) and Final Agency Decision (Administrative
25 Decision For Waste Tire Hauler Administrative Penalties) are attached hereto and incorporated
26 by reference as Exhibit 1.

27 ///

28 ///

1 The Department of Resources Recycling and Recovery hereby requests that the
2 CalRecycle Legal Office vacate all hearing dates and take the entire case off calendar.

3 Dated this 7th day of November, 2014.
4

5 Respectfully submitted,
6

7 
8 _____
9 HEATHER L. HUNT
10 Attorney III for Complainant
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

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, 24th 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:

12
13 MNE TRUCKING INC. DBA SIBRIAN
14 TRUCKING
15 TPID NO: 1594888-01

16
17 RESPONDENT
18

) CASE NO. IH14-010-TIR

) STIPULATION FOR WASTE TIRE
) HAULER ADMINISTRATIVE PENALTIES

) AGENCY NO: 2014-011160-ADC

19 **INTRODUCTION AND PROCEDURAL HISTORY**

20 The parties to this STIPULATION FOR WASTE TIRE HAULER ADMINISTRATIVE
21 PENALTIES (Stipulation) are the Department of Resources Recycling and Recovery and MNE
22 TRUCKING INC. DBA SIBRIAN TRUCKING (RESPONDENT). The California Integrated
23 Waste Management Board (CIWMB) is now the Department of Resources Recycling and
24 Recovery (CALRECYCLE). CALRECYCLE succeeded to CIWMB's authority on January 1,
25 2010, pursuant to Public Resources Code (PRC) section 40401(a)(1). The ADMINISTRATIVE
26 COMPLAINT FOR WASTE TIRE HAULER ADMINISTRATIVE PENALTIES (Complaint) was
27 served on RESPONDENT on July 24, 2014. RESPONDENT, requested a hearing on
28 August 7, 2014. A hearing was scheduled for November 13, 2014, in Los Angeles, California.

1 After considering the substantial expense and uncertainty associated with this matter,
2 the Parties desire to settle all claims and disputes between them. Therefore, the Parties
3 hereby submit this Stipulation as final resolution of this matter.

4
5 **STIPULATED FACTURAL FINDINGS**

6 1. The Complaint was executed by Heather L. Hunt, Attorney III for CALRECYCLE,
7 acting in her official capacity.

8 2. PRC section 42951(a) states, "[e]very person who engages in the transportation
9 of waste or used tires shall hold a valid waste and used tire hauler registration, unless exempt
10 as specified in section 42954."

11 3. RESPONDENT has never been issued a Waste and Used Tire Hauler
12 Registration.

13 4. A review of the Waste Tire Management System (WTMS) revealed that on May
14 30, 2013, RESPONDENT picked up a load of 864 waste tires from Sky View Terrace Storage
15 located at 12089 Lopez Canyon, Sylmar, CA.

16
17

Comprehensive Trip Log	Violation	Passenger Tire Equivalents	Violation Date	Facility
4091384-A	Unregistered Hauler, more than 100 waste/used tires	864	May 30, 2013	Sky View Terrace Storage

18
19
20
21

22 5. On October 8, 2009, RESPONDENT had been issued a Common Carrier
23 Exemption, but allowed it to expire on December 31, 2009 without renewing the exemption.
24 Jean Whalen, inspector for CALRECYCLE's Tire Hauler Compliance Unit, advised
25 RESPONDENT to either become registered or renew their Common Carrier exemption prior to
26 hauling any more loads of 10 or more waste or used tires in California. RESPONDENT has
27 since re-applied for the Common Carrier Exemption and was issued an exemption on August
28 22, 2013 which will expire on December 31, 2018. However on May 30, 2013, RESPONDENT

1 was not in possession of a valid Waste and Used Tire Hauler Registration or was otherwise
2 exempt from the Waste and Used Tire Hauler Registration requirements.

3 6. On October 8, 2009, RESPONDENT had been provided with Chapter 6, Article
4 8.5 regulations for waste tire hauler registration and manifesting requirements, a tri-fold
5 brochure explaining the hauler, generator, and end-use facility operator requirements, a CTL
6 Guidance Manual, a Field Reference Guide, and 10 CTL forms.

7 8 **STIPULATED CONCLUSIONS OF LAW**

9 The Parties stipulated to the following conclusions of law:

10 7. RESPONDENT knowingly violated PRC section 42951(a) by transporting or
11 allowing the transportation of at least one load of ten or more waste or used tires on May 30,
12 2013, while not in possession of a valid 2013 Waste Tire Hauler Registration, or having a valid
13 Common Carrier Exemption pursuant to PRC section 42954(a)(6).

14 15 **STIPULATED ORDER**

16 8. RESPONDENT and CALRECYCLE stipulate to the following terms and
17 conditions in full and complete settlement of this matter:

18 (a) Pursuant to the terms and conditions of this Stipulation, and subject to the
19 limitations hereunder, RESPONDENT stipulates to an administrative penalty against
20 RESPONDENT and in favor of CALRECYCLE in the sum of \$2,000.00 for the violations set
21 forth in this Stipulation. Payment of the penalty shall be satisfied in the following manner:

22 i) RESPONDENT shall pay \$700.00 to CALRECYCLE in accordance with
23 the following:

24 1. RESPONDENT shall pay \$700.00 to CALRECYCLE within 30 days
25 of the issuance of the Administrative Decision (Decision) in this matter.

26 2. All payments shall be made to CALRECYCLE, Attn: Richard
27 Guess, at P. O. Box 4025, Sacramento, CA 95812-4025, or to such other
28 person and/or place as CALRECYCLE or its agent may from time to time
designate in writing.

1 3. If the payment of \$700.00 by RESPONDENT is not mailed to
2 CALRECYCLE by the due date, or a date later issued by CALRECYCLE,
3 and if RESPONDENT fails to cure the missed payment(s) within twenty
4 (20) days of said missed payment, RESPONDENT shall be found in
5 default of the stipulation. The default amount due will be calculated to
6 include the amount owed from the missing payment plus a late penalty
7 and interest; and the full amount held in abeyance shall become
8 immediately due and payable to CALRECYCLE.

9 ii) \$1,300.00 of this administrative penalty shall be stayed and held in
10 abeyance for a period of two years. The stayed penalty shall be deemed terminated and shall
11 not be paid by RESPONDENT to CALRECYCLE following the two-year period absent a default
12 as described.

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

18 9. Default: If RESPONDENT defaults under any of the terms of this Stipulation,
19 CALRECYCLE shall send a Notice of Default to RESPONDENT; said Notice of Default shall
20 state the paragraphs or provisions of this Stipulation of which RESPONDENT is in default and
21 the abeyance amount owed. RESPONDENT shall have 15 days from the date of the issuance
22 of the Notice of Default to provide evidence refuting CALRECYCLE's claim of default. After a
23 review of the evidence provided by RESPONDENT, CALRECYCLE shall make a
24 determination regarding the default and, if appropriate, shall issue a Supplemental Decision
25 regarding any remaining penalties due.

26 10. Failure to comply with any of the above terms shall constitute a partial default of
27 this Stipulation. Unless otherwise stated, CALRECYCLE shall base any partial default amount
28 due on the penalty amounts set forth in PRC sections 42850, 42850.1, 42962, and 14 CCR

1 sections 18429 and 18464, taking into account the nature, circumstances, extent and gravity of
2 the default.

3 11. No covenant, promise, term, condition, breach or default of or under this
4 Stipulation shall be deemed to have been waived except as expressly so stated in writing
5 by CALRECYCLE. A waiver by CALRECYCLE of any breach or default by RESPONDENT
6 under this Stipulation shall not be deemed a waiver of any preceding or subsequent breach or
7 default by RESPONDENT.

8 12. RESPONDENT has freely and voluntarily entered into this Stipulation and have
9 been afforded the opportunity to consult with counsel prior to entering into this Stipulation. It is
10 expressly understood and agreed that no representations or promises of any kind, other than
11 as contained herein, have been made by any party to induce any other party to enter into this
12 Stipulation, and that said Stipulation may not be altered, amended, modified or otherwise
13 changed except by a writing executed by each of the parties hereto. Each party hereto agrees
14 to execute and deliver any and all documents and to take any and all actions necessary or
15 appropriate to consummate this Stipulation and to carry out its terms and provisions.

16 13. Except as expressly provided herein, RESPONDENT waives the right in the
17 entitled matter to a hearing, any and all appeals, and any and all rights that may be
18 afforded pursuant to the PRC, the Administrative Procedure Act, or any other provision of law
19 regarding the express provisions of this Stipulation.

20 14. This Stipulation shall be binding and inure to the benefit of the successors, heirs
21 and assigns of the respective parties hereto.

22 15. This Stipulation and the corresponding Decision to be issued constitute the entire
23 understanding of the parties concerning the settlement of this proceeding. There are no
24 restrictions, promises, warranties, covenants, undertakings, or representations other than
25 those expressly set forth herein or contained in separate written documents delivered or to be
26 delivered pursuant hereto, and each party expressly acknowledges that it has not relied upon
27 any restrictions, promises, warranties, covenants, undertakings, or representations other than
28 those expressly contained herein.

1 16. For purposes of this Stipulation, facsimile signatures will be treated as originals
2 until the applicable page(s) bearing non-facsimile signatures have been received by
3 CALRECYCLE

4 17. The effective date of this Stipulation is the date of issuance of the Administrative
5 Decision.

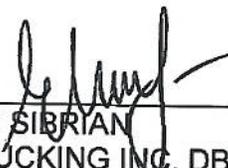
8 Dated: 11/6/14


MARK DE BIE
Deputy Director
DEPARTMENT OF RESOURCES, RECYCLING AND
RECOVERY (CALRECYCLE)

12 Dated: 11/4/14


HEATHER L. HUNT
Attorney III
DEPARTMENT OF RESOURCES, RECYCLING AND
RECOVERY (CALRECYCLE)

18 Dated: 11/4/14

 / president
NELSON SIBRIAN
MNE TRUCKING INC. DBA SIBRIAN TRUCKING

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, 24th 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:

12
13 MNE TRUCKING INC. DBA SIBRIAN
14 TRUCKING
15 TPID NO: 1594888-01

16
17 RESPONDENT
18

) CASE NO. IH14-010-TIR

) ADMINISTRATIVE DECISION FOR
) WASTE TIRE HAULER
) ADMINISTRATIVE PENALTIES

) AGENCY NO: 2014-011160-ADC

19 **INTRODUCTION AND PROCEDURAL HISTORY**

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

25 This Administrative Decision for Waste Tire Hauler Administrative Penalties is based on
26 the Stipulation for Waste Tire Hauler Administrative Penalties (Stipulation) signed by NELSON
27 SIBRIAN, President of MNE TRUCKING INC. DBA SIBRIAN TRUCKING (RESPONDENT) on
28 November 4, 2014.

1 The ADMINISTRATIVE COMPLAINT FOR WASTE TIRE HAULER ADMINISTRATIVE
2 PENALTIES (Complaint) was served on RESPONDENT on July 24, 2014. RESPONDENT
3 requested a hearing on August 7, 2014. A hearing was scheduled for November 13, 2014, in
4 Los Angeles, California.

5 To avoid the time, expense, and uncertainties of litigation, RESPONDENT MNE
6 TRUCKING INC. DBA SIBRIAN TRUCKING and CALRECYCLE stipulated to the Factual
7 Findings, Conclusions of Law, and Order set forth in the Stipulation to resolve the issues
8 contained in the Administrative Complaint.

9 Pursuant to the Stipulation, and good cause appearing therefore, the following Findings
10 of Fact and Conclusions of Law are made:

11
12 **STIPULATED FACTURAL FINDINGS**

13 1. PRC section 42951(a) states, "[e]very person who engages in the transportation
14 of waste or used tires shall hold a valid waste and used tire hauler registration, unless exempt
15 as specified in section 42954."

16 2. RESPONDENT has never been issued a Waste and Used Tire Hauler
17 Registration.

18 3. A review of the Waste Tire Management System (WTMS) revealed that on May
19 30, 2013, RESPONDENT picked up a load of 864 waste tires from Sky View Terrace Storage
20 located at 12089 Lopez Canyon, Sylmar, CA.

21

22 Comprehensive Trip Log	23 Violation	24 Passenger Tire Equivalents	25 Violation Date	26 Facility
27 4091384-A	28 Unregistered Hauler, more than 100 waste/used tires	864	May 30, 2013	Sky View Terrace Storage

4. On October 8, 2009, RESPONDENT had been issued a Common Carrier
Exemption, but allowed it to expire on December 31, 2009 without renewing the exemption.

1 Jean Whalen, inspector for CALRECYCLE's Tire Hauler Compliance Unit, advised
2 RESPONDENT to either become registered or renew their Common Carrier exemption prior to
3 hauling any more loads of 10 or more waste or used tires in California. RESPONDENT has
4 since re-applied for the Common Carrier Exemption and was issued an exemption on August
5 22, 2013 which will expire on December 31, 2018. However on May 30, 2013, RESPONDENT
6 was not in possession of a valid Waste and Used Tire Hauler Registration or was otherwise
7 exempt from the Waste and Used Tire Hauler Registration requirements.

8 5. On October 8, 2009, RESPONDENT had been provided with Chapter 6, Article
9 8.5 regulations for waste tire hauler registration and manifesting requirements, a tri-fold
10 brochure explaining the hauler, generator, and end-use facility operator requirements, a CTL
11 Guidance Manual, a Field Reference Guide, and 10 CTL forms.

12 13 LEGAL CONCLUSIONS

14 The Parties stipulated to the following conclusions of law:

15 6. RESPONDENT knowingly violated PRC section 42951(a) by transporting or
16 allowing the transportation of at least one load of ten or more waste or used tires on May 30,
17 2013, while not in possession of a valid 2013 Waste Tire Hauler Registration, or having a valid
18 Common Carrier Exemption pursuant to PRC section 42954(a)(6).

19 20 ORDER

21 7. CALRECYCLE approves of, and adopts the terms of the Stipulation, and hereby
22 orders RESPONDENT to comply with the following terms, in accordance with the
23 Stipulation:

24 (a) Pursuant to the terms and conditions of the Stipulation, and subject to the
25 limitations hereunder, RESPONDENT stipulates to an administrative penalty against
26 RESPONDENT and in favor of CALRECYCLE in the sum of \$2,000.00 for the violations set
27 forth in the Stipulation. Payment of the penalty shall be satisfied in the following manner:

28 ///

1 i) RESPONDENT shall pay \$700.00 to CALRECYCLE in accordance with
2 the following:

3 1. RESPONDENT shall pay \$700.00 to CALRECYCLE within 30 days
4 of the issuance of the Administrative Decision (Decision) in this matter.

5 2. All payments shall be made to CALRECYCLE, Attn: Richard
6 Guess, at P. O. Box 4025, Sacramento, CA 95812-4025, or to such other
7 person and/or place as CALRECYCLE or its agent may from time to time
8 designate in writing.

9 3. If the payment of \$700.00 by RESPONDENT is not mailed to
10 CALRECYCLE by the due date, or a date later issued by CALRECYCLE,
11 and if RESPONDENT fails to cure the missed payment(s) within twenty
12 (20) days of said missed payment, RESPONDENT shall be found in
13 default of the stipulation. The default amount due will be calculated to
14 include the amount owed from the missing payment plus a late penalty
15 and interest; and the full amount held in abeyance shall become
16 immediately due and payable to CALRECYCLE.

17 ii) \$1,300.00 of this administrative penalty shall be stayed and held in
18 abeyance for a period of two years. The stayed penalty shall be deemed terminated and shall
19 not be paid by RESPONDENT to CALRECYCLE following the two-year period absent a default
20 as described.

21 (b) RESPONDENT shall comply with all other laws related to waste tire storage and
22 waste tire haulers set forth in PRC section 42800 et seq., PRC section 42950 et seq., and Title
23 14 of the CCR. A violation of any law related to waste tire storage and waste tire haulers that
24 is not described by a separate provision of the Stipulation shall constitute a partial default of
25 the Stipulation.

26 8. Default: If RESPONDENT defaults under any of the terms of the Stipulation,
27 CALRECYCLE shall send a Notice of Default to RESPONDENT; said Notice of Default shall
28 state the paragraphs or provisions of the Stipulation of which RESPONDENT is in default and

1 the abeyance amount owed. RESPONDENT shall have 15 days from the date of the issuance
2 of the Notice of Default to provide evidence refuting CALRECYCLE's claim of default. After a
3 review of the evidence provided by RESPONDENT, CALRECYCLE shall make a
4 determination regarding the default and, if appropriate, shall issue a Supplemental Decision
5 regarding any remaining penalties due.

6 9. Failure to comply with any of the above terms shall constitute a partial default of
7 the Stipulation. Unless otherwise stated, CALRECYCLE shall base any partial default amount
8 due on the penalty amounts set forth in PRC sections 42850, 42850.1, 42962, and 14 CCR
9 sections 18429 and 18464, taking into account the nature, circumstances, extent and gravity of
10 the default.

11
12 This Administrative Decision shall become effective as of the date signed below:

13
14 Dated this 6 day of November, 2014.

15
16 
17 _____
18 MARK DE BIE
19 Deputy Director
20 DEPARTMENT OF RESOURCES, RECYCLING AND
21 RECOVERY (CALRECYCLE)
22
23
24
25
26
27
28