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8 STATE OF CALIFORNIA
9 DEPARTMENT OF RESOURCES RECYCLING & RECOVERY

11 In the matter of:

12 TOBY RAMOS TIRE SERVICE, INC.

13 TPID NO: 1465923-01

14
15 RESPONDENT.
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STIPULATION FOR ISSUANCE OF
ADMINISTRATIVE DECISION FOR THE
DENIAL OF THE WASTE TIRE HAULER
REGISTRATION AND ADMINISTRATIVE
PENALTIES

PUBLIC RESOURCES CODE SECTIONS
42960; 42961

GOVERNMENT CODE SECTION 11504

18 AGENCY NO. 2015-000139-DEN

19 INTRODUCTION AND PROCEDURAL HISTORY

20 The California Integrated Waste Management Board (CIWMB) is now the
21 Department of Resources Recycling and Recovery (CALRECYCLE). CALRECYCLE
22 succeeded to the CIWMB's authority on January 1, 2010, pursuant to Public Resources
23 Code (PRC) section 40401(a)(1). The parties to this STIPULATION FOR ISSUANCE OF
24 ADMINISTRATIVE DECISION FOR THE DENIAL OF THE WASTE TIRE HAULER
25 REGISTRATION (hereafter, "Stipulation") are CALRECYCLE and *Toby Ramos Tire*
26 *Service, Inc.* (RESPONDENT) (hereafter, referred to collectively as "the Parties").

27 On January 15, 2015, a STATEMENT OF ISSUES FOR THE DENIAL OF THE
28 WASTE TIRE HAULER REGISTRATION (hereafter, "Statement of Issues") was issued

1 to RESPONDENT. RESPONDENT was served with the Statement of Issues on January
2 19, 2015. RESPONDENT was provided with 15 days from the date of receipt of the
3 Statement of Issues to request a hearing and file a "Notice of Defense/Request for
4 Hearing" with CALRECYCLE to refute the allegations contained therein.
5 RESPONDENT's due date to request a hearing was February 3, 2015. On January 29,
6 2015, Martha Perez, Attorney for CALRECYCLE, received an email from RESPONDENT
7 in which RESPONDENT acknowledged receipt of the Statement of Issues and requested
8 CALRECYCLE to consider settling the case.

9 In order to avoid the time, expense, and uncertainties attendant with litigation, the
10 Parties hereby submit this Stipulation as final resolution of this matter. In submitting this
11 Stipulation, the Parties understand, acknowledge, and agree to the facts and terms of
12 Stipulation as set forth herein.

13 14 **STIPULATED FACTUAL FINDINGS**

15 1. CALRECYCLE has authority to regulate and conduct enforcement actions
16 regarding Waste Tire Facilities and Waste and Used Tire Haulers within the State of
17 California pursuant to PRC sections 42800 et seq., 42950 et seq., and attendant
18 regulations contained in Title 14 of the California Code of Regulations (CCR), Division 7,
19 Chapter 3 and Chapter 6.

20 2. PRC section 42960 (a)(1) authorizes CALRECYCLE to suspend, revoke, or
21 deny a waste and used tire hauler registration for a period of up to three years, if the
22 applicant for, or holder of the registration commits more than three violations of, or fails
23 to comply with, the requirements of Chapter 16 (commencing with PRC section 42800 et
24 seq.), Chapter 19 (commencing with PRC section 42950 et seq.), or the regulations
25 adopted pursuant to these provisions.

26 3. CALRECYCLE may deny an application of a new or renewed waste tire
27 hauler registration by issuing a statement of issues in accordance with Government
28 Code section 11504. (14 CCR section 18457(b).)

1 4. CALRECYCLE shall notify the applicant for, or holder of the registration, of
2 the suspension, revocation, or denial, and the effective date of the suspension or
3 revocation by serving a statement of issues. (PRC section 42961(a).)

4 5. PRC section 42951(a) states, “[e]very person who engages in the
5 transportation of waste or used tires shall hold a valid waste and used tire hauler
6 registration, unless exempt as specified in Section 42954.”

7 6. PRC section 42952(a) states, in relevant part:

8 Except as provided in Section 42954, a person engaged in
9 transporting waste or used tires shall comply with all of the
10 following requirements:

(1) The person shall be registered as a waste and used tire
hauler with the department [CALRECYCLE].

11 7. A “Waste or Used Tire Hauler” or “Hauler” is defined as, “any person
12 engaged in the transportation of waste or used tires, or tire casings, including haulers
13 that the Department approved as exempt from registration pursuant to Public Resources
14 Code section 42954.” (14 CCR sections 18450(34) and 18450(37).)

15 8. A “Waste Tire Hauler Registration” is defined as, “the documents, including
16 the decal and registration form, issued by the Department, which authorizes the holder of
17 the documents to legally haul waste or used tires within California for the period of
18 issuance.” (14 CCR section 18450(40).)

19 9. Pursuant to PRC section 42956(b), “any person who operates a vehicle . . .
20 that transports 10 or more tires without a valid and current waste and used tire hauler
21 registration, as issued by the board [CALRECYCLE] . . . , shall be subject to the
22 enforcement actions specified in Article 4 (commencing with [PRC] Section 42962).”

23 10. Pursuant to PRC section 42961.5(c)(2):

24 Any waste and used tire hauler hauling waste or used tires
25 for offsite handling, altering, storage, disposal, or any
26 combination thereof, shall complete the California Uniform
27 Waste and Used Tire Manifest as required by the board
28 [CALRECYCLE]. The waste and used tire hauler shall provide
the manifest to the waste or used tire facility operator who
receives the waste or used tires for handling, altering, storage,
disposal, or any combination thereof. Each waste and used tire
hauler shall submit to the board [CALRECYCLE], on a quarterly
schedule, a legible copy of each manifest. The copy submitted
to the board [CALRECYCLE] shall contain the signatures of the
generator and the facility operator.

1 11. The "California Uniform Waste and Used Tire Manifest" is a form
2 developed by the Department [CALRECYCLE] pursuant to PRC section 42961.5 and is
3 also referred to as the "Comprehensive Trip Log" or "CTL." (14 CCR section 18450(11).)

4 12. Title 14 CCR section 18460.2, subsections (b), (d), (e), and (h), provide
5 that a registered waste tire hauler shall complete a new CTL for each pick-up or delivery
6 of any waste or used tires, shall not transport waste or used tires without a properly
7 completed CTL form, shall not transport waste or used tires without having a completed
8 copy of the CTL form in the vehicle transporting the waste or used tires, shall leave one
9 completed copy of the CTL form with the waste or used tire generator or end-use facility,
10 and shall keep a copy of the completed CTL form.

11 13. Title 14 CCR section 18454(a) requires that, "any person hauling 10 or
12 more used or waste tires shall apply for a waste tire hauler registration, unless exempt."
13 Subsections (c) and (d) further provide that, "the initial waste tire hauler registration is
14 valid form [sic] the date of issuance to January 1 of the following year" . . . "[t]he waste
15 tire hauler is not authorized to haul used or waste tires after the January 1 expiration
16 date unless the waste tire hauler has applied to renew the waste tire hauler registration
17 prior to expiration and has received the Department issued renewal registration card(s)
18 and vehicle decal(s)."

19 14. Pursuant to 14 CCR section 18455(c), each Waste Tire Hauler Registration
20 expires annually on January 1 of the following calendar year, and CALRECYCLE must
21 receive a new application from any Hauler who wishes to continue to operate as a
22 Hauler no later than 45 days prior to the January 1 expiration date.

23 **THREE COUNTS OF UNREGISTERED HAULING**

24 15. RESPONDENT became a registered waste tire hauler on December 28,
25 2006. Upon initial registration and during annual renewals, RESPONDENT was
26 provided with the following: (1) a Hauler Alert informing RESPONDENT of the laws and
27 regulations surrounding transportation of waste tires to unauthorized locations; (2) a
28 copy of Title 14 CCR, Chapter 6, Article 8.5 regulations for waste tire hauler registration

1 and manifesting requirements; (3) a tri-fold brochure explaining the hauler, generator,
2 and end-use facility operator requirements; and (4) a CTL Guidance Manual, Field
3 Reference Guide, and blank CTL forms.

4 16. Since becoming a registered waste tire hauler on December 28, 2006 (for
5 the 2007 application year), RESPONDENT has renewed its Waste Tire Hauler
6 Registration each consecutive year thereafter (2008, 2009, 2010, 2011, 2012, 2013, and
7 2014). Nevertheless, RESPONDENT was late in renewing its Waste Tire Hauler
8 Registration with CALRECYCLE during four separate annual renewals – 2009, 2010,
9 2013, and 2014. CALRECYCLE assessed penalties of \$500.00 on March 15, 2010, for
10 the first offense violation of unregistered tire hauling following a late renewal, and
11 penalties of \$2,100.00 on March 21, 2013, for the second offense violation of
12 unregistered tire hauling following a late renewal.

13 17. On October 1, 2013, CALRECYCLE issued a letter to RESPONDENT
14 informing RESPONDENT that RESPONDENT's Waste Tire Hauler Registration would
15 expire at the end of the calendar year and that California regulations require that waste
16 and used tire haulers renew their registration 45 days prior to the calendar year ending,
17 or by November 16, 2013. On this same day, CALRECYCLE issued an additional letter
18 informing RESPONDENT of the "Zero Tolerance" policy applicable to the illegal hauling
19 of waste or used tires after January 1, 2013 without holding a current and valid Waste
20 Tire Hauler Registration. The letter warned RESPONDENT that continuing to haul waste
21 or used tires after the registration cancellation date would subject RESPONDENT to
22 possible enforcement and punitive actions, including civil fines of up to \$25,000.00 per
23 day.

24 18. On December 9, 2013, Carla Fontanilla, Program Technician with the Tire
25 Hauler Compliance Unit, spoke with Emily Ramos of TOBY RAMOS TIRE SERVICE,
26 INC. concerning the ordering of blank CTL forms. During this phone conversation, Ms.
27 Fontanilla advised Ms. Ramos that RESPONDENT would be fined if RESPONDENT
28 hauled with an expired Waste Tire Hauler Registration.

1 19. On January 2, 2014, a hauler cancellation letter was issued to
2 RESPONDENT. The letter informed RESPONDENT that his Waste Tire Hauler
3 Registration had expired at the end of the 2013 calendar year, and therefore was
4 effectively cancelled. The letter reminded RESPONDENT of the potential for
5 enforcement action and punitive actions for a failure to comply, including the imposition
6 of civil penalties and/or citation by law enforcement.

7 20. On January 7, 2014, RESPONDENT's Waste Tire Hauler Registration
8 Application (signed and dated January 6, 2014) was received and processed by
9 CALRECYCLE. Effective January 7, 2014, CALRECYCLE renewed RESPONDENT's
10 Waste Tire Hauler Registration for the 2014 calendar year.

11 21. On or about March 7, 2014, Keith Cambridge, Supervisor of the Tire Hauler
12 Compliance Unit, conducted a review of the Unregistered Tire Hauler Report maintained
13 in the Waste Tire Management System (WTMS). A review of the report revealed that
14 RESPONDENT transported at least three loads of 10 or more waste or used tires on
15 January 3, 5, and 6, 2014, during the time that RESPONDENT was not a registered
16 Waste Tire Hauler. The table below highlights the hauling violations by RESPONDENT:

17 Comprehensive Trip Log	18 Violation	19 Passenger Tire Equivalents	20 Violation Date	21 Facility
22 4743888-A	23 Unregistered Tire Hauling, more than 100 waste or used tires	24 114	25 January 3, 2014	26 Team Kia of El Cajon
27 4743888-B	28 Unregistered Tire Hauling, between 21-40 waste or used tires	29 29	30 January 5, 2014	31 Spirit Auto Center
32 4743888-C	33 Unregistered Tire Hauling, between 41-100 waste or used tires	34 48	35 January 6, 2014	36 Perry Ford of National City LLC

37 **FIVE COUNTS OF MANIFESTING VIOLATIONS**

38 22. On or about April 7, 2014, Keith Cambridge, Supervisor of the Tire Hauler
39 Compliance Unit, conducted a further review of CTL records maintained in WTMS. As
40 shown in the table below, the review of CTL records indicated that RESPONDENT
41 picked up and transported more than 7,000 waste tires (or passenger tire equivalents

1 (PTE)) over a six-month time period (from March 3, 2013 to November 15, 2013);
 2 however, only 230 waste tires (230 PTE) were delivered during that same six-month time
 3 period. RESPONDENT completed only one CTL form showing the delivery of 230 PTE
 4 to Otay Landfill during this period. Therefore, at least five loads of waste or used tires
 5 were not manifested in accordance with PRC section 42961.5(c)(2).¹

Comprehensive Trip Log	Load Date	Pickup (PTEs)	Delivery (PTEs)	Facility Name
4743815-A	03/03/2014	172	0	Paradise Chevrolet Cadillac, Inc.
4743815-B	03/03/2014	58	0	John Hein Mazda
4743815-C	03/04/2014	61	0	North County Ford, Inc.
4743861-A	10/15/2013	121	0	Rock Auto Group, Inc.
4743861-B	10/18/2013	105	0	Perry Chrysler Dodge Jeep Ram of National City
4743862-B	10/07/2013	51	0	John Hein Mazda
4743862-C	10/12/2013	57	0	Courtesy Chevrolet
4743870-A	10/30/2013	88	0	Perry Ford of Poway, LLC.
4743870-B	10/30/2013	28	0	North County Ford, Inc.
4743870-C	10/30/2013	16	0	Bob Baker Volkswagen
4743871-A	10/25/2013	28	0	First Transit, Inc. #55826
4743871-B	10/29/2013	179	0	City Chevrolet-VW
4743871-C	10/29/2013	88	0	Pacific Nissan
4743873-A	10/22/2013	94	0	North County Ford, Inc.
4743873-B	10/22/2013	43	0	Bob Baker Volkswagen
4743878-A	12/04/2013	27	0	Perry Ford of National City, LLC.
4743878-B	12/04/2013	19	0	City of San Diego Fire Department
4743878-C	12/04/2013	15	0	First Transit, Inc. #55826
4743879-A	11/05/2013	35	0	Perry Ford of National City, LLC.
4743879-B	11/05/2013	50	0	Perry Chrysler Dodge Jeep Ram Of National City
4743879-C	11/13/2013	0	230	Otay Landfill
4743880-A	11/01/2013	110	0	John Hein Mazda
4743880-B	11/05/2013	39	0	Fuller Honda
4743880-C	11/05/2013	148	0	Fuller Ford
4743881-A	11/26/2013	60	0	Bob Baker Volkswagen
4743881-B	11/27/2013	111	0	Pacific Nissan
4743882-A	11/22/2013	80	0	Perry Ford of Poway, LLC.
4743882-B	11/25/2013	90	0	Courtesy Chevrolet
4743882-C	11/25/2013	60	0	City Chevrolet-VW
4743883-A	11/25/2013	33	0	First Transit, Inc. #55826
4743883-B	11/26/2013	50	0	Spirit Auto Center
4743883-C	11/26/2013	51	0	North County Ford, Inc.
4743884-A	11/19/2013	71	0	Cox Communications
4743884-B	11/19/2013	50	0	Perry Ford of National City, LLC.

¹ At an absolute maximum, a 53' trailer is capable of holding 1,400 waste and/or used tires. Therefore, 7,000 PTE divided by 1,400 equates to a minimum of at least five loads of waste or used tires that were delivered.

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4743884-C	11/19/2013	47	0	Perry Chrysler Dodge Jeep Ram of National City
4743885-A	12/13/2013	78	0	Team Kia of El Cajon
4743885-B	12/04/2013	27	0	Fuller Honda
4743885-C	12/04/2013	120	0	Fuller Ford
4743888-A	01/03/2014	114	0	Team Kia of El Cajon
4743888-B	01/05/2014	29	0	Spirit Auto Center
4743888-C	01/06/2014	48	0	Perry Ford of National City, LLC.
4810972-A	03/06/2014	104	0	Team Kia of El Cajon
4810972-B	03/06/2014	76	0	Perry Ford of National City, LLC.
4810972-C	03/06/2014	102	0	Perry Chrysler Dodge Jeep Ram Of National City
4810973-A	03/04/2014	18	0	Bob Baker Volkswagen
4810973-B	03/04/2014	85	0	Perry Ford of Poway, LLC.
4810973-C	03/04/2014	26	0	First Transit, Inc. #55826
4810982-A	02/14/2014	51	0	Bob Baker Volkswagen
4810982-B	02/18/2014	97	0	Team Kia of El Cajon
4810982-C	02/25/2014	122	0	Fuller Honda
4810983-A	02/13/2014	44	0	Perry Ford of National City, LLC.
4810983-B	02/13/2014	14	0	Perry Chrysler Dodge Jeep Ram of National City
4810983-C	02/14/2014	55	0	North County Ford, Inc.
4810984-A	02/12/2014	245	0	Paradise Chevrolet Cadillac, Inc.
4810984-B	02/12/2014	109	0	John Hein Mazda
4810984-C	02/13/2014	75	0	Perry Ford of Poway, LLC.
4810985-A	02/06/2014	29	0	Perry Ford of National City, LLC.
4810985-B	02/06/2014	23	0	Perry Chrysler Dodge Jeep Ram of National City
4810986-A	01/31/2014	80	0	Courtesy Chevrolet
4810987-A	01/28/2014	38	0	City of San Diego Fire Department
4810987-B	01/29/2014	76	0	Team Kia of El Cajon
4810988-A	01/29/2014	22	0	South County Buick GMC
4810988-B	01/29/2014	82	0	Perry Chrysler Dodge Jeep Ram of National City
4810988-C	01/30/2014	36	0	Cox Commercial Fleet Services
4810989-A	01/29/2014	43	0	Fuller Honda
4810989-B	01/29/2014	42	0	Fuller Ford
4810989-C	01/29/2014	55	0	Perry Ford of National City, LLC.
4810990-A	01/24/2014	100	0	Perry Chrysler Dodge Jeep Ram of National City
4810990-B	01/28/2014	124	0	City Chevrolet-VW
4810990-C	01/28/2014	33	0	Pacific Nissan
4810991-A	01/23/2014	112	0	Perry Ford of Poway, LLC.
4810991-B	01/23/2014	24	0	Bob Baker Volkswagen
4810991-C	01/23/2014	33	0	North County Ford, Inc.
4810992-A	01/21/2014	53	0	John Hein Mazda
4810992-B	01/22/2014	298	0	Rock Auto Group, Inc.
4810992-C	01/23/2014	86	0	EJE, Inc.
4810994-A	01/21/2014	80	0	Paradise Chevrolet Cadillac, Inc.
4810994-B	01/21/2014	92	0	Paradise Chevrolet Cadillac, Inc.
4810996-A	02/25/2014	103	0	City Chevrolet-VW
4810996-B	02/25/2014	52	0	Scottsdale Auto Lease, Inc.

1	4810997-A	02/25/2014	75	0	Fuller Ford
2	4810997-B	02/25/2014	40	0	Perry Ford of National City, LLC.
3	4810997-C	02/25/2014	68	0	Courtesy Chevrolet
4	4810998-A	01/16/2014	180	0	Fuller Ford
5	4810998-B	01/16/2014	67	0	Perry Ford of National City, LLC.
6	4810998-C	01/20/2014	62	0	Courtesy Chevrolet
7	4810999-A	01/14/2014	150	0	EJE, Inc.
8	4810999-B	01/15/2014	116	0	John Hein Mazda
9	4810999-C	01/16/2014	73	0	Fuller Honda
10	4811000-A	01/14/2014	15	0	Cox Commercial Fleet Services
11	4811000-B	01/14/2014	74	0	North County Ford, Inc.
12	4811000-C	01/14/2014	57	0	Bob Baker Volkswagen
13	5017955-A	11/14/2013	11	0	Pete's Road Service, Inc.
14	5017955-B	11/14/2013	100	0	Team Kia of El Cajon
15	5017955-C	11/15/2013	236	0	EJE, Inc.

STIPULATED CONCLUSIONS OF LAW

The Parties stipulate to the following conclusions of law:

23. On at least three separate occasions, on January 3, 5, and 6, 2014, RESPONDENT violated PRC sections 42951(a) and 42952(a), by transporting 10 or more waste or used tires without holding a valid Waste Tire Hauler Registration issued by CALRECYCLE.

24. RESPONDENT violated PRC section 42961.5(c)(2) and 14 CCR section 18460.2(b) by failing to properly document on a CTL form the pickup and delivery of at least five loads of waste or used tires.

25. RESPONDENT violated 14 CCR sections 18454(a) and 18455(c) by failing to submit a renewal application for a Waste Tire Hauler Registration prior to the January 1, 2014 expiration date, or by November 16, 2013.

26. RESPONDENT's actions meet the requirements set forth in PRC section 42960(a)(1) which authorizes CALRECYCLE to suspend, revoke, or deny a Waste Tire Hauler Registration for a period of up to three years, if the holder of the registration commits more than three violations within a one year period of Chapter 16 (commencing with PRC section 42800 et seq.), Chapter 19 (commencing with PRC section 42950 et seq.), or the regulations adopted pursuant to these provisions.

1 **STIPULATED ORDER**

2 The Parties stipulate to the following terms and conditions in full and complete
3 settlement of this matter.

4 1. Pursuant to the terms and conditions of this Stipulation, and subject to the
5 limitations hereunder, RESPONDENT stipulates to an administrative penalty against
6 RESPONDENT, and in favor of CALRECYCLE, in the sum of \$1,500.00, for the
7 violations set forth in this Stipulation. Payment of the penalty shall be satisfied in the
8 following manner:

9 (a) RESPONDENT shall pay \$1,500.00 to CALRECYCLE in accordance with
10 the following:

- 11 i. RESPONDENT shall make installment payments to CALRECYCLE
12 of \$250.00, every other week with the first payment due on the 60th
13 day after the effective date of the Administrative Decision issued
14 pursuant to this Stipulation, until the total amount of said payments,
15 totals \$1,500.00. Failure to submit the full payment of the
16 \$1,500.00 within one year shall constitute a full default of this
17 Stipulation. CALRECYCLE may seek recovery of this amount
18 through RESPONDENT's Waste and Used Tire Hauler Registration
19 Bond.
- 20 ii. All payments shall be made to CALRECYCLE, Attn: Richard Guess,
21 at P. O. Box 4025, Sacramento, CA 95812-4025, or to such other
22 person and/or place as CALRECYCLE or its agent may from time to
23 time designate in writing. If any payment by RESPONDENT is not
24 mailed to CALRECYCLE by the due date, and if RESPONDENT
25 fails to cure the missed payment(s) within twenty (20) days of said
26 missed payment, RESPONDENT shall be found in partial default of
27 the Stipulation. The partial default amount due shall be calculated to
28 include the amount owed from the missing payment(s) plus a 10%
late penalty and interest.

1 2. RESPONDENT stipulates to a three-month suspension of its Waste and
2 Used Tire Hauler Registration to be observed starting on November 1, 2015, and ending
3 on January 31, 2016, in lieu of a three-year denial of RESPONDENT's Waste and Used
4 Tire Hauler Registration. The remaining thirty three months of the denial of
5 RESPONDENT's Waste and Used Tire Hauler Registration shall be held in abeyance for
6 three years following the date of the issuance of the Administrative Decision and shall
7 only become active in the event of a default.

8 i. If RESPONDENT hauls used or waste tires between November 1,
9 2015, through January 31, 2016, said action shall constitute a partial default, and
10 RESPONDENT's Waste and Used Tire Hauler Registration shall be denied for
11 thirty three months.

12 ii. If RESPONDENT hauls used or waste tires within the three-year
13 abeyance period while RESPONDENT is not in possession of a current, valid
14 Waste and Used Tire Hauler Registration, said action shall constitute a partial
15 default, and RESPONDENT's Waste and Used Tire Hauler Registration shall be
16 denied for thirty three months

17 3. RESPONDENT shall submit an Electronic Data Transfer (EDT) application
18 within 30 days of the issuance of the Decision. RESPONDENT shall submit all manifests
19 electronically through EDT for a 12-month period from the date of enrollment in the EDT
20 program. RESPONDENTS shall maintain a manifest error rate of 7% or less for the
21 three-year abeyance period. Failure to submit an EDT application within the prescribed
22 time-frame shall constitute a partial default and RESPONDENT's Waste and Used Tire
23 Hauler Registration shall be denied for thirty three months. Failure to submit all
24 manifests through EDT for a 12-month period shall constitute a partial default and
25 RESPONDENT's Waste and Used Tire Hauler Registration shall be denied for thirty
26 three months. Failure to maintain a manifest error rate of 7% or less for the three-year
27 abeyance period shall constitute a partial default and RESPONDENT's Waste and Used
28 Tire Hauler Registration shall be suspended for a 1-month period.

1 4. RESPONDENT shall comply with all waste tire laws set forth in PRC
2 section 42800 et seq., PRC section 42950 et seq., and attendant regulations in Title 14,
3 CCR. A violation of this term shall constitute a partial default and penalties shall be
4 assessed pursuant to paragraph 5 of this Stipulation.

5 5. The Parties agree the following shall apply to a full default or partial default
6 of this Stipulation:

7 **Default:** In the event of a default (full or partial) by RESPONDENT of the
8 terms/conditions stipulated to, CALRECYCLE will notify RESPONDENT by
9 issuing a "Notice of Default." RESPONDENT will have 30 days to respond to
10 CALRECYCLE's allegations and by submitting evidence that shows no default
11 occurred. CALRECYCLE will review any counterarguments and evidence
12 provided by RESPONDENT and will either advise RESPONDENT that it has
13 determined no default occurred, or will issue a Supplemental Decision regarding
14 penalties or denial of the Waste and Used Hauler Registration that has become
15 due.

16 i. **Full Default:** A full default shall be found for any violation of the
17 terms and conditions set forth in this Stipulation, unless otherwise specified.

18 ii. **Partial Default:** Unless otherwise stated above, in the event of a
19 partial default, CALRECYCLE shall state the amount of penalties due, in
20 accordance with the penalty amounts prescribed in PRC sections 42850, 42850.1,
21 42962 and 14 CCR sections 18429 and 18464.

22 6. RESPONDENT shall abide by all of the terms and conditions set forth in
23 this Stipulation.

24 7. Nothing shall be implied in this Stipulation that shall preclude
25 CALRECYCLE from using any enforcement mechanism, whether administrative, civil, or
26 criminal, should RESPONDENT commit future violations of waste tire storage laws or
27 waste tire hauler laws.

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

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

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

19 11. The terms of this Stipulation shall be binding upon the Parties and inure to
20 the benefit of their representative, successors, heirs, and assigns.

21 12. This Stipulation and the Administrative Decision to be issued constitute the
22 entire understanding of the Parties concerning the settlement of this proceeding. There
23 are no restrictions, promises, warranties, covenants, undertakings, or representations
24 other than those expressly set forth herein or contained in separate
25 written documents delivered or to be delivered pursuant hereto, and the Parties
26 expressly acknowledge that they have not relied upon any restrictions, promises,
27 warranties, covenants, undertakings, or representations other than those expressly
28 contained herein.

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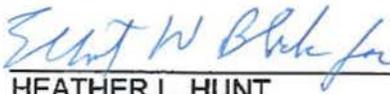
13. This Stipulation shall not have, or be construed to have, any precedential effect with respect to any present or future litigation by and between the Parties.

14. The effective date of this Stipulation is the date of issuance of the Administrative Decision.

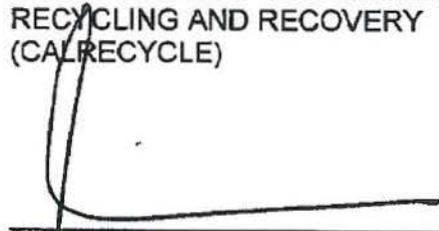
Dated: 3/5/15


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

Dated: 3/5/15


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

Dated: 3-5-15


TOBY RAMOS
Owner
TOBY RAMOS TIRE SERVICE, INC.