

**CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
WASTE TIRE HAULER/MANIFESTING VIOLATIONS
STIPULATION, DECISION, AND ORDER**
*(YOU MUST SIGN THE OTHER SIDE OF THIS PAGE AND SELECT A PENALTY OPTION IF YOU
ACCEPT THIS STIPULATION)*

Complainant, the California Department of Resources Recycling and Recovery (CalRecycle) and Respondent(s) hereby agree that the stipulation will be a final resolution of the violations alleged below. The parties stipulate to the following facts and violations of law:

CALRECYCLE ENFORCEMENT ORDER NUMBER: 2017-000639-PEN

RESPONDENT: Garcia's Tire Shop
12030 Woodside Avenue
Lakeside, CA 92040



PUBLIC RESOURCES CODE (PRC) SECTION VIOLATED: §42961.5(c)(2)

TITLE 14, CALIFORNIA CODE OF REGULATIONS (CCR) VIOLATED: N/A

DESCRIPTION OF VIOLATIONS:

Between September 15, 2014 and April 10, 2017, **Garcia's Tire Shop** submitted Comprehensive Trip Log (CTL) forms that contained errors and/or omissions. Additionally, two of these CTL forms were not submitted to CalRecycle within the 90-day tire requirement, both are violations of PRC §42961.5(c)(2).

Pursuant to PRC §42961.5(c)(2), any waste and used tire hauler hauling waste or used tires for offsite handling, altering, storage, disposal, or any combination thereof, shall complete the California Uniform Waste and Used Tire Manifest as required by 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 CalRecycle, on a quarterly schedule, a legible copy of each manifest. The copy submitted to CalRecycle shall contain the signatures of the generator and the facility operator.

DATE(S) OF VIOLATION: September 15, 2014, October 18, 2016, November 3, 2016, May 1, 2017, and April 10, 2017

STIPULATION DUE DATE: 15 DAYS FROM THE DATE OF SERVICE

NUMBER OF COUNTS: 5

TOTAL MONETARY PENALTY: \$250

Penalty Option 1—\$250

RESPONDENT, shall remit to CalRecycle payment in the amount of \$250 within 15 days of this letter. By signing this Order, RESPONDENT agrees to Penalty Option 1 unless RESPONDENT affirmatively checks the box for Penalty Option 2 below.

Penalty Option 2—\$125

RESPONDENT, shall remit to CalRecycle payment in the amount of \$125 within 15 days of this letter. RESPONDENT further agrees to submit CTLs electronically to CalRecycle for each load of waste or used tires RESPONDENT hauls that would require a manifest, for the 12-month period beginning on the date CalRecycle signs this Order. If RESPONDENT fails to submit any required CTL electronically within that 12-month period, or if RESPONDENT fails to complete and return the attached Electronic Data Transfer (EDT) application to CalRecycle within 15 days of receipt of this Order, the full amount of \$250, less any amount already paid, will become immediately due and payable. If RESPONDENT signs this Order, but does not affirmatively check the box for Option 2, RESPONDENT agrees to be bound by Penalty Option 1.

STATEMENT BY RESPONDENT(S):

I acknowledge that the violation(s) of the Public Resources Code and/or Title 14, California Code of Regulations (CCR) described above and on Exhibit 1 attached, have occurred and request that the California Department of Resources Recycling and Recovery resolve this matter by imposition of the monetary penalty specified above. I acknowledge receipt of the *Statement of Respondent's Rights* at the bottom of this form and voluntarily waive any and all procedural rights to contest this matter in an Administrative Hearing. I have enclosed a check or money order made payable to the California Department of Resources Recycling and Recovery in the amount of the penalty described above. I understand that if there are not sufficient funds in my bank account when the check is deposited, CalRecycle has the discretion to determine that this agreement is null and void, and can prosecute this allegation as if no agreement has been executed.

RESPONDENT has freely and voluntarily entered into this Stipulation, Decision, and Order (hereinafter "Stipulation"), and has been afforded the opportunity to consult with counsel prior to entering into this Stipulation. It is expressly understood and agreed that no representations or promises of any kind, other than as contained herein, have been made by any party to induce any other party to enter into this Stipulation, and that said Stipulation may not be altered, amended, modified, or otherwise changed except by a writing executed by each of the parties hereto.

This Stipulation constitutes the entire understanding of the parties concerning the settlement of this proceeding. There are no restrictions, promises, warranties, covenants, undertakings, or representations other than those expressly set forth herein or contained in separate written documents delivered or to be delivered pursuant hereto, and each party expressly acknowledges that it has not relied upon any restrictions, promises, warranties, covenants, undertakings, or representations other than those expressly contained herein.

If necessary, this Stipulation may be executed in counterparts, each of which shall be an original, and all together shall form one agreement. In addition, for purposes of this Stipulation, facsimile signatures will be treated as originals until the applicable page(s) bearing non-facsimile signatures have been received by the parties.

The effective date of this Stipulation, Decision, and Order, is the date that the Department Director signs it.

I, as RESPONDENT, hereby select and agree to be bound by: ☒ Penalty Option 1* ☐ Penalty Option 2
* By failing to check either box, RESPONDENT agrees to Penalty Option 1.

Dated: 7-6-11 Signature: [Signature]

Printed Name: ROSALIA GARCIA
Job Title: OWNER/WRM MANAGER GARCIA'S TIRES
Name and Address of Business Entity: 12630 WOODSIDE AVE LAKESIDE CA 92040
Any DBAs: _____

For California Department of Resources Recycling and Recovery Use Only

STATEMENT BY DIRECTOR:

The foregoing stipulation has been adopted by the California Department of Resources Recycling and Recovery as its final decision and order and is effective upon execution below by the Director of the California Department of Resources Recycling and Recovery.

IT IS SO ORDERED:

Dated: 7/20/11

[Signature]
Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
California Department of Resources Recycling and Recovery

CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
STATEMENT OF RESPONDENT'S RIGHTS

The complainant, the California Department of Resources Recycling and Recovery, and Respondent(s), both identified by name on this document, hereby agree to this Stipulation, Decision and Order.

The parties agree to enter into this Stipulation to resolve all factual and legal issues raised in the matter and to reach a final disposition without the necessity of holding an administrative hearing to determine the liability of each respondent named herein. However, this Stipulation, Decision, and Order can be used to prove these violations at a future hearing involving future violations.

Each Respondent understands and hereby knowingly and voluntarily waives any and all procedural rights under California Government Code sections 11400 et. seq and 11500 et. seq, including but limited to the issuance and receipt of an accusation, and the right to appear personally and be represented by counsel at his or her own expense in any administrative hearing held in this matter, to confront and cross-examine all witnesses testifying at the hearing, to subpoena witnesses to testify at the hearing, and to have the Department's Director, a delegate of the Department's Director, or an Administrative Law Judge present at the hearing to act as an impartial hearing officer.

It is further stipulated and agreed that each Respondent has violated the Public Resources Code and/or Title 14, California Code of Regulations as described herein.

Each Respondent agrees to the issuance of the Decision and Order and imposition by the Department of an administrative penalty in the amount specified above, and a check or money order in said amount, payable to the California Department of Resources Recycling and Recovery is submitted herewith to be held by the California Department of Resources Recycling and Recovery until the Department issues its Decision and Order.

The parties agree that in the event the Department refuses to accept this Stipulation, it shall become null and void, and within fifteen (15) business days after the Stipulation is rejected, payments tendered shall be reimbursed to each respondent. Each Respondent further stipulates and agrees that in the event the Department rejects the Stipulation and a full evidentiary hearing before the Department's Director, the Director's Delegate, or an Administrative Law Judge becomes necessary, the Director shall not be disqualified because of prior consideration of this Stipulation.