

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

8 STATE OF CALIFORNIA
9 CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING & RECOVERY
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11 In the matter of:
12 ROBERT CANO DBA AMERICAN TIRE
13 SHOP
14 Unregistered Hauler
15 TPID NO: 1592275-01
16 RESPONDENT.
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STIPULATION FOR ISSUANCE OF
ADMINISTRATIVE DECISION FOR
COLLECTION OF PENALTY
FOR WASTE TIRE HAULER
ADMINISTRATIVE PENALTIES,
PUBLIC RESOURCES CODE
SECTION 42950, ET SEQ.
AGENCY NO: 2010-011109-ADC

18 The parties to this Stipulation are the CALIFORNIA DEPARTMENT OF RESOURCES
19 RECYCLING AND RECOVERY ("CALRECYCLE") and ROBERT CANO DBA AMERICAN
20 TIRE SHOP ("RESPONDENT").

21 On May 21, 2010, CALRECYCLE served RESPONDENT with an ADMINISTRATIVE
22 DECISION FOR WASTE TIRE HAULER ADMINISTRATIVE PENALTIES (Administrative
23 Decision), ordering RESPONDENT to pay penalties in the amount of \$2,000.00. Prior to
24 March 2018, RESPONDENT failed to pay any portion of said penalties.

25 On June 13, 2017, Fresno County recorded an Abstract of Judgment-Civil and Small
26 Claims naming RESPONDENT as Judgment Debtor and CALRECYCLE as Judgment
27 Creditor for the afore-mentioned amount of \$2,000.00, based on the civil judgment entered
28 on April 24, 2017, thereby creating a personal lien against RESPONDENT and his real

1 property. CALRECYCLE served said Abstract of Judgment-Civil and Small Claims on
2 RESPONDENT on July 11, 2017.

3 In order to resolve the outstanding matter of owed penalties, and to address the
4 current outstanding liens against RESPONDENT, the parties hereby submit to this
5 Stipulation. In submitting to this Stipulation, the parties acknowledge, and agree to the facts
6 and terms of this Stipulation as set forth herein.

7 **STIPULATED FACTUAL FINDINGS**

8 1. The Administrative Complaint was executed by ELLIOT BLOCK, Chief
9 Counsel, CALRECYCLE, acting in his official capacity.

10 2. CALRECYCLE has the authority to permit, regulate, and conduct enforcement
11 actions regarding waste tire facilities and waste tire haulers within the State of California
12 pursuant to Public Resources Code ("PRC") sections 42800 et seq., 42950 et seq., and
13 attendant regulations contained in Title 14 of the California Code of Regulations ("CCR").

14 3. RESPONDENT is responsible for the transportation of waste or used tires by a
15 person not holding a valid waste tire hauler registration from CALRECYCLE.

16 4. RESPONDENT violated PRC §42951(a) by unlawfully hauling waste or used
17 tires (passenger tire equivalents) without the required CALRECYCLE waste tire hauler
18 registration on August 11, 2009.

19 5. A Letter of Violation (LOV) dated January 7, 2008, was sent to the Respondent,
20 regarding Respondent's unregistered hauling of waste or used tires using vehicle license
21 number 6R78092.

22 6. A LOV dated April 21, 2008, was sent to the Respondent, regarding
23 Respondent's unregistered hauling of waste or used tires using vehicle license number
24 6R78092.

25 7. A LOV dated November 20, 2008, was sent to the Respondent, regarding
26 Respondent's unregistered hauling of waste or used tires using vehicle license number
27 6R78092.
28

1 8. On March 20, 2018, RESPONDENT presented CALRECYCLE with a payment of
2 \$500.00. towards the above-mentioned unpaid penalties, with a hand-written note agreeing
3 to pay \$200.00 a month hereafter until the entire penalty has been paid.
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5 **STIPULATED LEGAL CONCLUSIONS**

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7 The parties stipulate to the following conclusions of law:

8 9. RESPONDENT is in violation of PRC section 42951(a), which makes it
9 unlawful, on or after January 1, 1995, to engage in the transportation of more than nine
10 waste tires unless holding a valid Waste Tire Hauler Registration, unless exempted as
11 specified in PRC section 42954.

12 **STIPULATED ORDER**

13 The Parties stipulate to the following terms and conditions in full and complete
14 settlement of all issues in the above-referenced matter:

15 10. Pursuant to the terms and conditions of this Stipulation, and subject to the
16 limitations hereunder, RESPONDENT stipulates to an administrative penalty against
17 RESPONDENT and in favor of CALRECYCLE in the sum of \$2,000.00 for the violations set
18 forth in this Stipulation, of which \$500.00 has already been paid. Payment of the remaining
19 \$1500.00 penalty shall be satisfied in the following manner:

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

- 22 i. RESPONDENT shall make monthly payments of \$200.00. The first
23 monthly payment will be due April 15, 2018, pursuant to this Stipulation.
24 ii. If any payment by RESPONDENT is not mailed to CALRECYCLE by the
25 due date, and if RESPONDENT fails to cure the missed payment(s) prior to
26 the 1st day of the month following said missed payment, RESPONDENT
27 shall be found in partial default of this Stipulation. The partial default shall
28 be calculated as the amount owed from the missing payment(s) plus a 10%

late penalty and interest. CALRECYCLE may seek recovery of this amount through RESPONDENT's Waste and Used Tire Hauler Registration Bond.

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

11. CALRECYCLE shall record a Release of Lien upon RESPONDENT'S signing of this Stipulation. Should RESPONDENT fail to make payments for 3 consecutive months, or fail to pay the remaining \$1500.00 within a reasonable time period, CALRECYCLE reserves the right to record a new Abstract of Judgment, which may recreate liens, and the right to undertake any other collection procedures necessary, to collect any remaining outstanding balance of the remaining \$1500.00 penalty amount

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

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

14. RESPONDENT has freely and voluntarily entered into this 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. Each party hereto agrees to execute and deliver any and all documents and to take any and all actions

1 necessary or appropriate to consummate this Stipulation and to carry out its terms and
2 provisions.

3 15. Except as expressly provided herein, RESPONDENT waives the right in the
4 entitled matter to a hearing, any and all appeals, and any and all rights that may be
5 afforded pursuant to the PRC or the Administrative Procedure Act, regarding the express
6 provisions of this Stipulation. Such a waiver does not apply to any potential criminal
7 violation.

8 16. This Stipulation shall be binding and inure to the benefit of the successors,
9 heirs and assigns of the respective parties hereto.

10 17. This Stipulation and the corresponding Administrative Decision to be issued
11 constitute the entire understanding of the parties concerning the settlement of this
12 proceeding. There are no restrictions, promises, warranties, covenants, undertakings, or
13 representations other than those expressly set forth herein or contained in separate written
14 documents delivered or to be delivered pursuant hereto, and each party expressly
15 acknowledges that it has not relied upon any restrictions, promises, warranties, covenants,
16 undertakings, or representations other than those expressly contained herein.

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

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6 Dated: 4/19/18


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

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10 Dated: 4-16-18


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

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15 Dated: 4/11/18


ROBERT CANO