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STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

In the matter of:

CARLOS R CISNEROS, OWNER AND
OPERATOR, DBA CHARLIE'S TIRE
RECYCLING

RESPONDENT

TPID NO.: 1811333

CASE NO. IH19-007-TIR

STIPULATION FOR ISSUANCE OF
ADMINISTRATIVE DECISION
FOR WASTE TIRE HAULER
ADMINISTRATIVE PENALTIES

PUBLIC RESOURCES CODE
SECTION 42950, ET SEQ.

AGENCY NO: 2018-011207-ADC

INTRODUCTION AND PROCEDURAL HISTORY

The parties to this STIPULATION FOR ISSUANCE OF ADMINISTRATIVE DECISION FOR WASTE TIRE HAULER ADMINISTRATIVE PENALTIES (hereafter, "Stipulation") are the California Department of Resources Recycling and Recovery (hereafter, "CALRECYCLE") and Carlos R Cisneros, Owner and Operator, dba Charlie's Tire Recycling (hereafter, "RESPONDENT") (hereafter, referred to collectively as "the Parties"). On March 28, 2019, CALRECYCLE issued an ADMINISTRATIVE COMPLAINT FOR WASTE TIRE HAULER ADMINISTRATIVE PENALTIES (hereafter, "Administrative Complaint") to RESPONDENT,

1 which included penalties in the amount of \$30,000.00. On April 3, 2019, RESPONDENT was
2 served the Administrative Complaint, and provided 15 days from the date of receipt of the
3 Administrative Complaint to request a hearing and file a "Notice of Defense/Request For
4 Hearing" with CALRECYCLE to refute the allegation contained therein. On April 30, 2019,
5 RESPONDENT filed a Notice of Defense and Request for Hearing. Although RESPONDENT
6 filed said Notice of Defense and Request for Hearing subsequent to the 15-day deadline,
7 CALRECYCLE agreed, in good faith, to move forward with RESPONDENT's request.

8 On May 21, 2019, a Notice of Hearing Officer Assignment and Informal Hearing
9 Procedures were issued to the Parties. Hearing Officer Douglas Jensen ordered a hearing to
10 be held on July 11, 2019, in Los Angeles, California, and a Telephonic Status Conference
11 scheduled for June 27, 2019, for the Parties to discuss the status of the case.

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

16 17 **STIPULATED FACTS**

18 1. The Administrative Complaint was executed by Catherine V. Nystrom, Attorney
19 for CALRECYCLE, acting in her official capacity.

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

24 3. A "Waste or Used Tire Hauler" or "Hauler" is defined as, "any person engaged in
25 the transportation of waste or used tires, or tire casings, including haulers that [CALRECYCLE]
26 approved as exempt from registration pursuant to PRC section 42954."
27 (14 CCR section 18450(a)(37).)

28 ///

1 4. The "California Uniform Waste and Used Tire Manifest" is a form developed by
2 CALRECYCLE pursuant to PRC section 42961.5 and is also referred to as the
3 "Comprehensive Trip Log" or "CTL." The CTL form is incorporated in the regulations by 14
4 CCR section 18450(a)(11), and must be filled out completely and accurately, including
5 providing the Tire Program Identification (TPID) number for the location of delivery or pick-up
6 of each load of waste tires.

7 5. Pursuant to PRC section 42961.5(c)(2):

8 Any waste and used tire hauler hauling waste or used tires for
9 offsite handling, altering, storage, disposal, or any combination thereof,
10 shall complete the California Uniform Waste and Used Tire Manifest as
11 required by the board [CALRECYCLE]. The waste and used tire hauler
12 shall provide the manifest to the waste or used tire facility operator who
13 receives the waste or used tires for handling, altering, storage, disposal,
14 or any combination thereof. Each waste and used tire hauler shall submit
15 to the board [CALRECYCLE], on a quarterly schedule, a legible copy of
16 each manifest. The copy submitted to the board [CALRECYCLE] shall
17 contain the signatures of the generator and the facility operator.

18 6. Pursuant to 14 CCR section 18459.2.1:

19 (a) The waste tire hauler shall submit the completed original
20 CTL Form to the Department [CALRECYCLE] within ninety (90)
21 days of the load shipment. The Manifest Form shall be in the
22 waste tire hauler's possession while transporting used or waste
23 tires and shall be shown upon demand to any representative of
24 the Department [CALRECYCLE], any officer of the California
25 Highway Patrol, any peace officer, as defined in Sections 830.1 or
26 830.2 of the California Penal Code, or any local public officer
27 designated by the Department [CALRECYCLE].

28 (b) If approved by the Department [CALRECYCLE] pursuant
to PRC section 42961.5, any person that is subject to the
requirements set forth in above (a) may substitute their own
functionally equivalent EDT [Electronic Data Transfer] form, once
approved by the Department [CALRECYCLE], in lieu of the
Department [CALRECYCLE] required form and submit an
electronic report within ninety (90) days of the load shipment to
the Department [CALRECYCLE], in lieu of submitting the required
paper form pursuant to Section 18459.1.2. The electronic report
shall include all information required to be on the CTL Form.

1 7. 14 CCR section 18459(c)(1) requires waste or used tire haulers, hauling
2 any amount of waste or used tires at any one time in a registered vehicle, to comply
3 with the Waste Tire Manifest System.

4 8. 14 CCR section 18459(b) requires the CTL form be completed.

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

11 10. 14 CCR section 18460.2(h) prohibits waste tire haulers from transporting waste
12 or used tires without a properly completed CTL form.

13 11. Pursuant to PRC section 42951(b), "A registered waste and used tire hauler
14 shall only transport waste or used tires to a facility that is permitted, excluded, exempted, or
15 otherwise authorized by the board, by statute, or by regulation, to accept waste and used tires,
16 or to a facility that lawfully accepts waste or used tires for reuse or disposal."

17 12. Title 14 CCR section 18463, subsections (a), (b) and (d), provide that any waste
18 tire hauler who intentionally or negligently violates any permit, rule, regulation, standard,
19 requirement, or allows any violation or noncompliance with any permit, rule, regulation,
20 standard, or requirement pursuant to PRC section 42950 et seq. relating to the generation,
21 transportation, or disposal of used or waste tires, shall be liable for a civil penalty.

22 23 **KNOWLEDGE OF HAULING AND MANIFESTING REQUIREMENTS**

24 13. At the time of RESPONDENT's initial hauler registration and subsequently during
25 the annual hauler registration renewal process, RESPONDENT was provided with instructions
26 regarding the proper completion, retention, and delivery of CTL forms. At the time of
27 RESPONDENT's initial registration and annually during the hauler registration renewal
28 process, RESPONDENT received a hauler package containing the following: (1) instructions

on transporting waste/used tires; (2) a complete list of hauler and manifesting regulations (Title 14, California Code of Regulations, Chapter 6); and (3) a training compact disc on the proper storage and transportation of waste/used tires. RESPONDENT was also sent a CTL Guidance Manual, explaining in detail how to properly complete the CTL form, including the requirement to "manifest" (to document on the CTL form) all waste and used tire pickups and deliveries, and a Hauler Alert dated November 18, 2011, informing RESPONDENT of the zero tolerance policy applicable to transporting waste tires to unauthorized locations.

14. RESPONDENT has been a registered waste tire hauler from 2008 through the present.

15. CHARLIE'S TIRE RECYCLING is located at 11833 Industrial Avenue, South Gate, CA.

28 COUNTS OF SUBMITTING INCORRECT AND/OR INCOMPLETE CTLs TO CALRECYCLE AND TWO COUNTS OF FAILURE TO SUBMIT CTL FORMS TO CALRECYCLE WITHIN 90 DAYS

16. Between March 28, 2017, and September 28, 2017, RESPONDENT submitted at least 28 incomplete and/or inaccurate CTL receipts to CALRECYCLE. On at least two occasions between January and February 2017, RESPONDENT failed to submit CTLs to CALRECYCLE within 90 days. The table below highlights the violations by RESPONDENT:

Comprehensive Trip Log No.	Violation	Date of Violation	Penalty Amount
5921037-C	Failure to submit the CTL form to CalRecycle within 90 days	January 23, 2017	\$1,000
5919001-C	Failure to submit the CTL form to CalRecycle within 90 days	February 27, 2017	\$1,000
5919266-B	Invalid facility TPID number	March 28, 2017	\$1,000
5919273-B	Invalid facility TPID number	April 6, 2017	\$1,000
5919287-B	Invalid facility TPID number	April 6, 2017	\$1,000
5919290-C	Invalid facility TPID number	April 10, 2017	\$1,000
5919327-A	Invalid facility TPID number	April 27, 2017	\$1,000
5919339-C	Invalid facility TPID number	May 9, 2017	\$1,000
5919350-B	Invalid facility TPID number	May 11, 2017	\$1,000
5919346-C	Invalid facility TPID number	May 16, 2017	\$1,000
6242087-A	Invalid facility TPID number	June 2, 2017	\$1,000
6242092-B	Invalid facility TPID number	June 6, 2017	\$1,000
6242111-B	Invalid facility TPID number	June 19, 2017	\$1,000

6242139-C	Invalid facility TPID number	June 29, 2017	\$1,000
6242144-B	Missing load date	July 6, 2017 (Header)	\$1,000
6284308-B	Invalid facility TPID number	July 11, 2017	\$1,000
6284316-C	Invalid facility TPID number	July 14, 2017	\$1,000
6284329-A	Invalid facility TPID number	July 19, 2017	\$1,000
6284319-C	Invalid facility TPID number	July 20, 2017	\$1,000
6284335-B	Invalid facility TPID number	July 24, 2017	\$1,000
6284353-A	Invalid facility TPID number	July 31, 2017	\$1,000
6284345-A	Invalid facility TPID number	July 31, 2017	\$1,000
6284345-C	Invalid facility TPID number	July 31, 2017	\$1,000
6284348-A	Invalid facility TPID number	August 1, 2017	\$1,000
6284348-C	Invalid facility TPID number	August 2, 2017	\$1,000
6284357-A	Invalid facility TPID number	August 3, 2017	\$1,000
6284384-B	Invalid facility TPID number	August 17, 2017	\$1,000
6284388-B	Invalid facility TPID number	August 21, 2017	\$1,000
6284396-A	Invalid facility TPID number	August 23, 2017	\$1,000
6284603-B	Invalid facility TPID number	August 29, 2017	\$1,000

17. On September 13, 2017, Tire Enforcement Agency (TEA) inspector Denamarie Baker with Orange County Environmental Health Department conducted a routine inspection of California Tires located at 1219 N. Harbor Blvd, Anaheim, CA, and observed that RESPONDENT failed to submit two CTL receipts for pick-ups of waste or used tires from California Tires on January 23, 2017, (CTL #5921037-C) and February 27, 2017, (CTL #5919001) to CALRECYCLE within the 90-day time period required by PRC section 42961.5(c) and 14 CCR 18459.2.1(a)(2). Inspector Baker referred the incident to CALRECYCLE's Tire Hauler Compliance Unit in a Hauler Observation Report dated September 13, 2017.

18. On October 3, 2017, CALRECYCLE conducted a follow-up audit of manifests submitted by RESPONDENT. CALRECYCLE discovered that between March 28, 2017, and September 28, 2017, 28 of the CTLs reviewed were incomplete or inaccurate in violation of PRC section 42961.5(c)(2) and 14 CCR 18460.2(h).

19. On March 16, 2018, CALRECYCLE issued RESPONDENT Streamlined Penalty Letter 2017-000650-PEN (SPL), which RESPONDENT received on March 19, 2018. The SPL offered RESPONDENT an opportunity to resolve the violations through settlement. The SPL explained RESPONDENT's violations and offered an opportunity to avoid the cost and time of the administrative legal process by having RESPONDENT agree to the streamlined penalty

1 process. RESPONDENT was offered a streamlined penalty in the amount of \$1,300.00 to be
2 paid by March 31, 2018, or a streamlined penalty in the amount of \$650.00 to be paid by
3 March 31, 2018, if RESPONDENT agreed to submit CTL forms electronically to
4 CALRECYCLE for a period of one year.

5 20. On April 23, 2018, CALRECYCLE contacted RESPONDENT via telephone.
6 During the call, CALRECYCLE requested RESPONDENT send in the signed stipulation with
7 payment. RESPONDENT requested to make payments and CALRECYCLE agreed to
8 payments of \$100.00, his signature on the stipulation and to sign up for EDT.

9 21. On June 13, 2018, CALRECYCLE contacted RESPONDENT via telephone.
10 During the call, CALRECYCLE informed RESPONDENT that a payment had not be received
11 by CALRECYCLE. RESPONDENT stated that he would submit a payment of \$100.00 to
12 CALRECYCLE on June 18, 2018.

13 22. On June 25, 2018, CALRECYCLE contacted RESPONDENT via telephone.
14 CALRECYCLE informed RESPONDENT that a payment still had not been received by
15 CALRECYCLE. RESPONDENT stated that he lost his statement and did not know how to
16 submit payment. CALRECYCLE resent a copy of the SPL to RESPONDENT.

17 23. On July 16, 2018, CALRECYCLE contacted RESPONDENT via telephone.
18 During this telephone conversation, RESPONDENT stated that he sent a payment of \$100.00
19 to CALRECYCLE and that his daughter would call to set up the EDT for him. As of today, there
20 has been no payment or EDT set up by RESPONDENT.

21
22 **PRIOR VIOLATIONS AND FINES ISSUED BY CALRECYCLE**

23 24. On November 8, 2011, CALRECYCLE issued RESPONDENT a Streamlined
24 Penalty Letter (SPL) 2011-000309-PEN. The SPL offered RESPONDENT an opportunity to
25 resolve the violations through settlement. The letter explained RESPONDENT's violations and
26 offered an opportunity to avoid the cost and time of the administrative legal process by having
27 RESPONDENT agree to the streamlined penalty process. RESPONDENT was offered a
28 streamlined penalty in the amount of \$500.00 for allowing the transportation of at least one

1 load of waste or used tires to be delivered to a location not authorized by CALRECYCLE,
2 which is a violation of PRC 42951(b). RESPONDENT paid the penalty.

3 25. On August 23, 2012, CALRECYCLE issued RESPONDENT a Streamlined
4 Penalty Letter (SPL) 2012-000400-PEN. The SPL offered RESPONDENT an opportunity to
5 resolve the violations through settlement. The letter explained RESPONDENT's violations and
6 offered an opportunity to avoid the cost and time of the administrative legal process by having
7 RESPONDENT agree to the streamlined penalty process. RESPONDENT was offered a
8 streamlined penalty in the amount of \$250.00 for submitting incorrect and or incomplete
9 manifests in violation of PRC section 42961.5. RESPONDENT paid the penalty.

10 26. On September 4, 2014, CALRECYCLE issued RESPONDENT a Streamlined
11 Penalty Letter (SPL) 2014-000524-PEN. The SPL offered RESPONDENT an opportunity to
12 resolve the violations through settlement. The letter explained RESPONDENT's violations and
13 offered an opportunity to avoid the cost and time of the administrative legal process by having
14 RESPONDENT agree to the streamlined penalty process. RESPONDENT was offered a
15 streamlined penalty in the amount of \$250.00 for failing to complete and submit CTL forms to
16 CALRECYCLE within 90 days in violation of PRC section 42961.5(c)(2). . RESPONDENT paid
17 the penalty.

18 27. On September 5, 2014, August 12, 2016, and December 19, 2016,
19 CALRECYCLE issued separate Letters of Violation (LOV) to RESPONDENT for manifest
20 errors and/or omissions in violation of 14 CCR section 18460.2. These LOVs notified
21 RESPONDENT of its errors and/or omissions and provided information on manifesting
22 requirements.

23 24 **STIPULATED CONCLUSIONS OF LAW**

25 The Parties stipulated to the following conclusions of law:

26 28. RESPONDENT knowingly violated PRC section 42961.5(c)(2) and 14 CCR
27 section 18460.2(h) by submitting 28 incomplete CTL forms to CALRECYCLE with errors
28 and/or omissions.

29. RESPONDENT knowingly violated PRC section 42961.5(c)(2) and 14 CCR section 18459.2.1(a) by failing to submit two CTL forms to CALRECYCLE within the 90-day requirement.

STIPULATED ORDER

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

30. Pursuant to the terms and conditions of this Stipulation, and subject to the limitations hereunder, RESPONDENT stipulates to an administrative penalty against RESPONDENT and in favor of CALRECYCLE in the sum of \$30,000.00 for the violations set forth in this Stipulation. Payment of the penalty shall be satisfied in the following manner:

(a) RESPONDENT shall pay \$1,000.00 to CALRECYCLE in accordance with the following:

- i. RESPONDENT shall make installment payments to CALRECYCLE of \$100.00 each month for 10 months with the first payment due 30 days after the effective date of the Administrative Decision issued pursuant to this Stipulation until the total amount of said payment totals \$1,000.00.
- ii. If any payment by RESPONDENT is not mailed to CALRECYCLE by the due date, and if RESPONDENT fails to cure the missed payment(s) prior to the 1st day of the month following said missed payment, RESPONDENT shall be found in partial default of this Stipulation. The partial default shall 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.

iv. \$29,000.00 of this administrative penalty shall be stayed and held in abeyance for a period of three years. The stayed penalty shall be deemed terminated and shall not be paid by RESPONDENT to CALRECYCLE following the three-year period absent a default as described.

31. RESPONDENT shall maintain a manifest error rate of seven percent (7%) or less for the entire abeyance period to avoid a default.

32. RESPONDENT shall enroll in electronic data transfer (EDT) to submit manifest information to CALRECYCLE within 90 days from the effective date of the decision; non-compliance will result in a partial default in the amount of five hundred dollars (\$500.00).

33. RESPONDENT shall comply with all other laws related to waste tire storage and waste tire haulers set forth in PRC section 42800 et seq., PRC section 42950 et seq., and Title 14 of the CCR. Failure to comply with any of these laws shall result in a partial default of this Stipulation.

34. **Default:** The Parties agree the following shall apply to a full default or partial default of this Stipulation:

If RESPONDENT defaults under any of the terms of this Stipulation, CALRECYCLE shall send a Notice of Default to RESPONDENT; said Notice of Default shall state the paragraphs or provisions of this Stipulation of which RESPONDENT is in default. RESPONDENT shall have 30 days from the date of the issuance of the Notice of Default to provide evidence refuting CALRECYCLE's claim of default. After a review of the evidence provided by RESPONDENT, CALRECYCLE shall make a determination regarding the default and, if appropriate, shall issue a Supplemental Decision regarding any remaining penalties due. RESPONDENT may appeal CALRECYCLE's determination and subsequent Supplemental Decision within 30-days of the issuance of the Supplemental Decision; any such appeal shall be heard by CALRECYCLE's Director, or an agent designated by the Director.

i. **Full Default:** A full default shall result in an order for the remittance of the entire remaining penalty amount due plus the entire remaining amount held in abeyance.

1 ii. **Partial Default:** In the event of a partial default, CALRECYCLE shall state the
2 amount of the stipulated penalties when it sends its default notice. Upon review
3 of counter arguments, CALRECYCLE shall either advise RESPONDENT that is
4 has determined no default occurred, or shall issue an invoice ordering
5 RESPONDENT to pay the specific penalty within 30 days. Failure to remit
6 payment of a partial default shall constitute a full default.

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

10 36. RESPONDENT shall abide by all of the terms and conditions set forth in
11 this Stipulation.

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

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

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


1 40. This Stipulation shall be binding and inure to the benefit of the successors, heirs,
2 and assigns of the respective parties hereto.

3 41. This Stipulation and the corresponding Administrative Decision to be issued
4 constitute the entire understanding of the parties concerning the settlement of this proceeding.
5 There are no restrictions, promises, warranties, covenants, undertakings, or representations
6 other than those expressly set forth herein or contained in separate written documents
7 delivered or to be delivered pursuant hereto, and each party expressly acknowledges that it
8 has not relied upon any restrictions, promises, warranties, covenants, undertakings, or
9 representations other than those expressly contained herein.

10 42. For purposes of this Stipulation, facsimile, or electronically-transmitted,
11 signatures will be treated as originals until the applicable page(s) bearing non-facsimile
12 signatures have been received by CALRECYCLE.


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

15
16
17 Dated: 7/30/2019



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

18
19
20
21
22 Dated: 7/17/19



CATHERINE V. NYSTROM
Attorney for
DEPARTMENT OF RESOURCES RECYCLING AND
RECOVERY (CALRECYCLE)

23
24
25
26
27 Dated: _____

CARLOS CISNEROS, dba
CHARLIE's TIRE RECYCLING

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

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

Dated: _____

MARK DE

BIE
Director

Deputy

DEPARTMENT OF RESOURCES, RECYCLING AND
RECOVERY (CALRECYCLE)

Dated: _____

CATHERINE V. NYSTROM

Attorney for

DEPARTMENT OF RESOURCES RECYCLING AND
RECOVERY (CALRECYCLE)

Dated: 07/17/19



CARLOS CISNEROS, dba

CHARLIE's TIRE RECYCLING

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