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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 28 2012

ALAN CARLSON, Clerk of the Court

S. Garcia
BY S. GARCIA

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 ORANGE COUNTY

30-2012

00580154

12 **PEOPLE OF THE STATE OF**
13 **CALIFORNIA, ex rel., CALIFORNIA**
14 **DEPARTMENT OF TOXIC**
SUBSTANCES CONTROL,

15 **Plaintiff,**

16 v.

17 **FINE LINE CIRCUITS &**
18 **TECHNOLOGY, INC., a California**
Corporation,

19 **Defendant.**

Case No.

**FINAL JUDGMENT ON CONSENT
AND PERMANENT INJUNCTION**

20 Good cause appearing herein, the Court finds that the settlement between the Plaintiff,
21 People of the State of California, and Defendant Fine Line Circuits & Technology, Inc., a
22 California corporation, is fair and in the public interest. Accordingly, the Court enters the Final
23 Judgment on Consent and Permanent Injunction filed herewith.

24 **IT IS SO ORDERED.**

25 Dated: 6/28, 2012

HON. GREGORY MUNOZ

Hon. Judge of the Superior Court

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12 **PEOPLE OF THE STATE OF**
13 **CALIFORNIA *ex rel.* CALIFORNIA**
14 **DEPARTMENT OF TOXIC**
SUBSTANCES CONTROL,

Plaintiff,

v.

17 **FINE LINE CIRCUITS &**
18 **TECHNOLOGY, INC., a California**
19 **Corporation,**

Defendant.

Case No.

**STIPULATION FOR SETTLEMENT
AND ENTRY OF JUDGMENT AND
PERMANENT INJUNCTION**

(Code of Civil Procedure § 664.6)

21 Plaintiff People of the State of California *ex rel.* Department of Toxic Substances Control
22 (“Plaintiff,” or the “Department”) and Defendant Fine Line Circuits & Technology, Inc., a
23 California Corporation (“Defendant” or “Fine Line”) (collectively, “the Parties”) enter into this
24 Stipulation for Settlement and Entry of Judgment and Permanent Injunction (“Stipulation”), and
25 stipulate as follows:

26 **1. THE COMPLAINT**

27 Concurrently with this Stipulation, the Department filed a Complaint for Civil Penalties
28 and Injunctive Relief pursuant to the Hazardous Waste Control Law, Health and Safety Code

1 Law, Health and Safety Code section 25100 et seq. ("HWCL") and its implementing regulations
2 against Defendant as a generator of hazardous waste and as an owner and operator of a metal
3 manufacturing facility located at 594 Apollo, Brea, CA ("the Facility"), where hazardous waste is
4 generated and managed.

5 **2. AGREEMENT TO SETTLE DISPUTE**

6 The Parties enter into this Stipulation pursuant to a compromise and settlement of disputed
7 claims by mutually consenting to the entry by the Superior Court of the County of Orange (the
8 "Court") of the Judgment and Permanent Injunction Pursuant to Stipulation in the form attached
9 as Exhibit 1 ("Judgment"). The Parties are each represented by counsel. The Department is
10 represented by the Office of the Attorney General, and Defendant is represented by McKenna
11 Long & Aldridge LLP. This Stipulation and the Judgment were negotiated and executed in good
12 faith and at arms' length by the Department and by Defendant to avoid expensive and protracted
13 litigation regarding the alleged violations of the HWCL and to further the public interest.

14 **3. JURISDICTION AND VENUE**

15 The Department and Defendant agree that this Court has subject matter jurisdiction over
16 the matters alleged in the Complaint and personal jurisdiction over the Defendant. Venue is
17 proper pursuant to Health and Safety Code section 25183.

18 **4. WAIVER OF HEARING AND TRIAL AND ENTRY OF JUDGMENT**

19 By signing and entering into this Stipulation, Defendant waives its right to a trial on
20 matters alleged in the Complaint. Further, the Department and Defendant request entry of the
21 Judgment on the terms set forth in this Stipulation.

22 **5. APPLICABILITY**

23 The provisions of this Stipulation and the Judgment shall apply to and be binding on: (a)
24 Fine Line, a California corporation, its subsidiaries and divisions, its parent companies, its
25 officers and directors, its successors and assignees or other entities, acting by, through, under or
26 on behalf of Fine Line; and (2) the Department and any successor agency of the Department that
27 may have responsibility for and jurisdiction over the subject matter of this Judgment.

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6. SETTLEMENT

The Department and Defendant enter into this Stipulation as a compromise and settlement of disputed claims for the purpose of avoiding prolonged and complicated litigation and in furtherance of the public interest. The Department and Defendant both request entry of judgment on the terms set forth in this Stipulation. The Department and Defendant agree that there has been no adjudication of any fact or law.

7. INJUNCTION

Defendant shall comply with the following:

A. An independent, qualified, professional engineer who is registered in the State of California shall inspect the Facility's permit-by-rule tank system according to the requirements of California Code of Regulations, title 22, section 67450.3, subdivision (c)(9)(F).

B. Defendant shall maintain compliance with the requirements of California Code of Regulations, title 22, section 67450.3, subdivision (c)(11), regarding closure of the Facility, and with the requirements of section 67450.13, regarding closure cost estimates and financial assurance for closure.

8. MONETARY SETTLEMENT REQUIREMENTS

A. Judgment shall be entered in this matter for a civil penalty in the amount of two hundred twenty-five thousand dollars (\$225,000), which is full amount of civil penalties for the violations alleged. Defendant has represented, and it also certifies by signing below, that it does not have the financial resources to pay the full penalty determined by the Department in this matter. Accordingly, in reliance on Defendant's representations, and in settlement of this matter, the Department agrees that civil penalties shall be paid in accordance with the provisions in Section 8B, 8C, and 9A.

In settlement of this matter, the Department agrees that, provided that Defendant fully complies with all of the injunctive provisions specified in Section 7 of this Stipulation, timely makes the payment specified in section 8B in this Stipulation and the Judgment, does not commit a Class I violation, as defined by California Code of Regulations, title 22, section 66260.10, in connection with the ownership and operation of the Facility as provided in section 9A of this

1 Stipulation, and complies with section 8D of this Stipulation, Defendant's obligations pursuant to
2 this Stipulation and the Judgment regarding penalties will be fully satisfied.

3 B. Defendant shall pay the Department the sum of one hundred fifty thousand
4 dollars (\$150,000) in civil penalties in four equal payments over a 12-month period as follows:
5 the first payment of \$37,500 is due 30 days from the effective date of the Judgment, and each
6 subsequent payment of \$37,500 is due 90 days thereafter.

7 C. Defendant may send up to five employees to the California Compliance School,
8 Modules I-IV. Attendance must be completed and Defendant must submit a Certificate of
9 Satisfactory Completion issued by the California Compliance School to the Department within
10 180 days of this Judgment. In recognition of this educational investment, the civil penalty may be
11 reduced by up to \$1000 per employee if the employee satisfactorily completes the specified
12 school and the Department receives the certificate of Satisfactory Completion within 180 days of
13 the effective date of this Judgment. Defendant's last payment to the Department shall be reduced
14 ~~for each employee's successful completion of compliance school accordingly.~~

15 D. All payments by Defendant to the Department pursuant to this Stipulation and
16 the Judgment shall be made by cashier's check, payable to the California Department of Toxic
17 Substances Control, and shall bear the following notation: "Fine Line Circuits & Technology,
18 Inc." and shall be sent to:

19 Cashier
20 Accounting Office, MS-21A
21 Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806

22 An electronic (i.e., Adobe PDF) copy or paper photocopy of all checks and payments
23 made pursuant to the Judgment shall be sent, at the same time, to:

24 Paul S. Kewin, Chief
25 State Oversight and Enforcement Branch
26 Enforcement and Emergency Response Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200
27 pkewin@dtsc.ca.gov

28 Joseph Smith, Senior Staff Counsel

Office of Legal Counsel, MS-23A
Department of Toxic Substances Control
1001 I Street
P.O. Box 806
Sacramento, CA 95812-0806
Jsmith12@dtsc.ca.gov

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5 **9. SATISFACTION OF CIVIL PENALTY PAYMENT REQUIREMENT**

6 A. If within five (5) years after the date of entry of the Judgment, Defendant: (a)
7 commits one or more Class I violation, as defined by California Code of Regulations, title 22,
8 section 66260.10); (b) violates an injunctive provision of this Stipulation; or (c) fails to make the
9 payments required by Sections 8B and 8D of this Stipulation and the Judgment, then the full
10 amount of the two hundred twenty five thousand dollars (\$225,000) penalty, plus interest, will be
11 immediately due and payable to the Department, less any payment(s) previously made by or on
12 behalf of Defendant to the Department.

13 B. If the Department determines that Defendant has defaulted under the terms of
14 this Stipulation or the terms of the Judgment, the Department will provide Defendant with written
15 notice of the default. Such written notice constitutes Defendant's notice of its reasonable
16 opportunity to cure the default on the terms required by the Department. If Defendant fails to
17 cure the default within thirty calendar days of the date of the notice, the Department may proceed
18 to pursue all its rights and remedies to enforce the Judgment. Nothing herein is intended, or shall
19 be construed, to preclude the Department from initiating an enforcement action against
20 Defendant, as an alternative to enforcement of this Stipulation and the Judgment, for any
21 violations of the HWCL or its implementing regulations not alleged to date by the Department
22 against Defendant.

23 **10. NOTICE**

24 A. All submissions and notices required by this Stipulation and the Judgment shall
25 be in writing, and shall be sent to:

26 For the Plaintiff:

27 Paul S. Kewin, Chief
28 State Oversight and Enforcement Branch
Enforcement and Emergency Response Program
Department of Toxic Substances Control

1 8800 Cal Center Drive
Sacramento, CA 95826-3200

2 Joseph Smith, Senior Staff Counsel
3 Office of Legal Counsel
4 Department of Toxic Substances Control
5 1001 I Street, MS-23A
6 P.O. Box 806
7 Sacramento, CA 95812-0806

8 For Defendant:

9 Charles H. Pomeroy, Esq.
10 McKenna Long & Aldridge LLP
11 300 South Grand Avenue 14th Floor
12 Los Angeles, CA 90071-3124

13 All approvals and decisions regarding any matter requiring approvals or decisions under
14 the terms of this Stipulation and the Judgment shall be communicated in writing. Each Party may
15 change its respective representative(s) for purposes of notice by providing the name and address
16 of the new representative, in writing, to all Parties. Any such change will take effect within 7
17 calendar days of the date of the written notice.

18 **11. AUTHORITY TO ENTER STIPULATION**

19 Each signatory to this Stipulation certifies that he or she is fully authorized by the party he
20 or she represents to enter into this Stipulation, to execute it on behalf of the party represented, and
21 to legally bind that party.

22 **12. NO WAIVER OF RIGHT TO ENFORCE**

23 The failure of the Department to enforce any provision of the Stipulation or Judgment
24 shall neither be deemed a waiver of such provision, nor in any way affect the validity of the
25 Judgment or the Department's enforcement authority. The failure of the Department to enforce
26 any such provision of this Stipulation or the Judgment shall not preclude it from later enforcing
27 the same or other provisions. No oral advice, guidance, suggestions, or comments by employees
28 or officials of the Department or Defendant, or people or entities acting on behalf of Defendant,
regarding matters covered in this Stipulation or the Judgment, shall be construed to relieve
Defendant of its obligations under this Stipulation or the Judgment.

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13. APPLICATION OF CONSENT JUDGMENT

Both this Stipulation and the Judgment shall apply to and be binding on the Department and upon Defendant, and upon their successors and assigns.

14. EFFECT OF STIPULATION AND JUDGMENT

Except as expressly provided in this Stipulation or in the Judgment, nothing herein is intended, nor shall it be construed, to preclude the Department, or any state, county, or local agency, department, board or entity, from exercising its authority under any law, statute, or regulation.

15. NO LIABILITY OF THE DEPARTMENT

The Department shall not be liable for any injury or damage to persons or property resulting from acts or omissions by Defendant, its officers, directors, employees, agents, representatives, or contractors, in carrying out activities pursuant to this Stipulation or the Judgment, nor shall the Department be held as a party to or guarantor of any contractor entered into by Defendant, its officers, directors, employees, agents, representatives, or contractors, in carrying out the requirements of this Stipulation or the Judgment.

16. FUTURE REGULATORY CHANGES

Nothing in this Stipulation or in the Judgment shall excuse Defendant from meeting any more stringent requirements that may be imposed by applicable law or by changes in the applicable law. To the extent future statutory and regulatory changes make Defendant's obligations less stringent than those provided for in this Stipulation or in the Judgment, Defendant may apply to this Court by noticed motion to modify the obligations contained herein.

17. INTEGRATION

This Stipulation and the Judgment constitute the entire agreement between the Parties, and may not be amended or supplemented except as provided for in this Stipulation or in the Judgment. No oral representations have been made or relied on other than as expressly set forth herein.

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18. RETENTION OF JURISDICTION

The Parties agree that the Court has continuing jurisdiction to interpret and enforce the provisions of this Stipulation and the Judgment.

19. EQUAL AUTHORSHIP

This Stipulation and the Judgment shall be deemed to have been drafted equally by all Parties hereto. The Parties agree that the rule of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of this Stipulation or the Judgment.

20. AMENDMENTS TO THIS STIPULATION AND THE JUDGMENT

This Stipulation and the Judgment may only be amended pursuant to a written agreement signed by all the Parties, followed by written approval by the Court.

21. COUNTERPARTS

This Stipulation may be executed in several counterpart originals, all of which taken together shall constitute an integrated document.

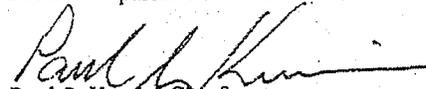
22. ENTRY OF JUDGMENT PURSUANT TO STIPULATION

The Parties further stipulate that upon approval of this Stipulation by the Court, the Court shall enter the Judgment in this matter in the form set forth in the attached Exhibit 1. The effective date of this Stipulation is the date this Stipulation is filed with the Court. The effective date of the Judgment is the date the Judgment is entered by the Court. If the Court does not approve this Stipulation and the Judgment in the form and substance proposed in Exhibit 1 hereto, each party reserves the right to withdraw both the Stipulation and the Judgment upon written notice to all Parties and the Court.

IT IS SO STIPULATED.

Dated: June 21, 2012

For the Department of Toxic Substances Control


Paul S. Kewin, Chief
State Oversight and Enforcement Branch
Department of Toxic Substances Control

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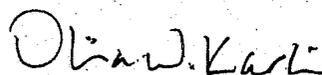
Dated: June _____, 2012

For Defendant:

Fine Line Circuits & Technology, Inc., a California corporation

Approved as to form:

KAMALA D. HARRIS
Attorney General of California
Brian Hembacher
Supervising Deputy Attorney General



Dated: June 27, 2012

OLIVIA W. KARLIN
Deputy Attorney General
Attorneys for Plaintiff

McKenna Long & Aldridge LLP

Dated: June _____, 2012

Charles H. Pomeroy, Esq.

IT IS SO ORDERED.

Dated: 6/28, 2012

HON. GREGORY MUNOZ

Hon. Judge of the Orange County Superior Court