

alleged below. The Parties, and each of them, agree that this Order, and all of the terms contained herein, are fair, reasonable, and in the public interest. By agreeing to this Order, the Department does not waive any right to take other enforcement actions except as specifically provided in this Order.

1.6. Hearing. Respondent waives any and all rights to a hearing in this matter.

2. VIOLATIONS ALLEGED

2.1. The Department alleges the following violations:

2.2. The Respondent violated California Health and Safety Code, Chapter 6.5, Article 16, section 25258(a), in that on or about November 28, 2011, the Respondent sold and/or offered for sale glass beads that contain more than 75 parts per million of Arsenic that are used with pressure, suction, or wet – or dry–type blasting equipment.

2.3. The Respondent denies the allegations of the Department.

3. SCHEDULE FOR COMPLIANCE

3. The Respondent stopped sale of the disputed batch of glass beads. Any product that was sold prior to this dispute has long been used and recall is no longer an option. All remaining product from this batch has been sold outside of California. Nothing else from this batch remains in the Respondent's inventory. The Respondent shall operate hereafter in a manner that shall prevent recurrences of the violations cited herein.

4. OTHER PROVISIONS

4.1. Liability. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Order.

Notwithstanding compliance with the terms of this Order, Respondent may be required to take such further actions as are necessary to protect public health or welfare or the environment.

4.2. Penalties for Noncompliance. Failure to comply with the terms of this Order may subject Respondent to costs, penalties and/or damages, as provided by Health and Safety Code, section 25188, and other applicable provisions of law.

4.3. Parties Bound. This Order shall apply to and be binding upon Respondent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Order.

4.4. Integration. This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this Order.

5. PENALTY

5.1. Respondent is not subject to a penalty for the allegations set forth in this Order unless the Department receives new facts associated with the allegations set forth in this Order or unless Respondent is found selling glass beads with prohibited compounds in excess of legal limits under California laws that may require further investigation and may subject Respondent to a penalty.

6. EFFECTIVE DATE

6.1. The effective date of this Order is the date it is signed by the Department.

Dated: Feb. 16, 2015

Original signed by John Ho

Respondent Signature

John Ho, President
American Abrasive Products, Inc.
Print Name of Respondent

Dated: April 6, 2015

Original signed by Robert Kou

Robert Kou, Branch Chief

Chatsworth Branch
Enforcement and Emergency Response
Department of Toxic Substances Control