

COPY

1 EDMUND G. BROWN JR., Attorney General  
of the State of California  
2 JANET GAARD,  
Chief Assistant Attorney General  
3 KEN ALEX,  
Senior Assistant Attorney General  
4 DONALD ROBINSON  
Supervising Deputy Attorney General  
5 JAMES R. POTTER, State Bar No. 166992  
6 OLIVIA W. KARLIN, State Bar No. 150432  
Deputy Attorneys General  
7 300 South Spring Street, Suite 1702  
8 Los Angeles, CA 90013  
Telephone: (213) 897-0473  
9 Fax: (213) 897-2802

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER  
JUN 17 2008  
ALAN SLATER, Clerk of the Court  
*Alan Slater*  
BY C. FARAB

10 Attorneys for Plaintiff PEOPLE OF THE STATE OF  
11 CALIFORNIA, ex rel. MAUREEN GORSEN,  
DIRECTOR, CALIFORNIA DEPARTMENT OF  
12 TOXIC SUBSTANCES CONTROL

13  
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF ORANGE**

16 30-2008

17 PEOPLE OF THE STATE OF CALIFORNIA, ex  
rel. MAUREEN GORSEN, Director, CALIFORNIA  
18 DEPARTMENT OF TOXIC SUBSTANCES  
19 CONTROL,

Case No.: 00107995

20 Plaintiff,

STIPULATION FOR  
21 ~~SETTLEMENT AND ENTRY~~  
OF JUDGMENT AND  
PERMANENT INJUNCTION

21 v.

JUDGE STEVEN L. PERK  
DEPT. C32

22 ROOKE CORP., a California Corporation, dba  
Aviation Equipment Inc.; AVIATION  
23 EQUIPMENT STRUCTURES, INC., a California  
Corporation, DOES 1 to 20,

24 Defendants.

25  
26 Plaintiff, People of the State of California, ex rel. Maureen Gorsen, Director, Department  
27 of Toxic Substances Control ("the Department"). and Defendants Rooke Corp., a California  
28 Corporation, dba Aviation Equipment, Inc., and Aviation Equipment Structures, Inc.

RECEIVED IN DEPT OF JUSTICE ON 6/13/08 AT 10:52 AM PM

1 (collectively "Aviation"), enter into this Stipulation for Settlement and Entry of Judgment and  
2 Permanent Injunction ("Stipulation") and stipulate as follows:

3 **1. THE COMPLAINT**

4 Concurrently with this Stipulation, the Department filed a Complaint for Civil Penalties  
5 and Injunctive Relief pursuant to the California Hazardous Waste Control Law, Health and  
6 Safety Code section 25100 et seq. and its associated regulations ("HWCL") against Aviation as  
7 an owner, operator and generator of the facility at 1571 Macarthur Blvd., Costa Mesa, California  
8 (the "Facility").

9 **2. JURISDICTION AND VENUE**

10 The Department and Aviation agree this Court has subject matter jurisdiction over the  
11 matters alleged in the Complaint and personal jurisdiction over Aviation. Venue is proper  
12 pursuant to Health & Safety Code § 25183.

13 **3. APPLICABILITY**

14 The provisions of the Judgment and Permanent Injunction Pursuant to Stipulation  
15 ("Judgment") (which is attached hereto and incorporated by reference) and this underlying  
16 Stipulation shall apply to and be binding upon Aviation, its subsidiaries and divisions, its parent  
17 companies, its officers and directors, its successors and assignees, or other entities, acting by,  
18 through, under or on behalf of Aviation, and upon the Department and any successor agency of  
19 the Department that may have responsibility for and jurisdiction over the subject matter of this  
20 Judgment.

21 **4. ADMISSIONS AND ALLEGATIONS**

22 A. Aviation began taking steps to correct the violations alleged in the  
23 Complaint upon receipt of the Department's Summary of Violations. Prior to receiving  
24 notification that the Department would take judicial action against Aviation, Aviation invested,  
25 and continues to invest, significant funds to comply with the HWCL.

26 B. Aviation admits the violations alleged in the Complaint but disagrees with  
27 some of the allegations, and comments on others, as set forth below. By signing below, Aviation  
28 represents as follows:

1           (1) Paragraph 24 of the Complaint alleges: "Prior thereto, on or about January  
2 11, 2001, Aviation Equipment Structures entered an administrative Stipulation and Order  
3 resolving an HWCL violation at the Facility with the Department. The Stipulation and Order  
4 acknowledged Aviation Equipment Structures' submission of a Phase I environmental  
5 assessment to correct the cited violation and required it to pay \$4,000 in administrative costs.  
6 The Order named Aviation Equipment Structures, Inc. as a respondent." AVIATION'S  
7 RESPONSE: This allegation is incorrect and should be deleted in its entirety. This was not a  
8 violation and that stipulation states that the matter is being disputed but is being settled so that  
9 each party can avoid the expense of litigation. The matter involved a permit issued to a previous  
10 company operating at that location and Aviation's operations did not require such a permit.

12           (2) Paragraph 28 of the Complaint alleges: "The Department observed the  
13 Hazardous Waste Filter Blankets in three locations: (1) at least a dozen blankets were stored in  
14 cardboard boxes outside of and behind the Facility, loosely covered by an unsecured tarp; (2)  
15 two or three blankets were stacked on top of each other, with the bottom blanket in direct contact  
16 with the outside pavement, and between two cardboard boxes; and (3) two blankets were resting  
17 in a container outside the Facility near a paint spray booth. Health and Safety Code sections  
18 25189.2(c) and 25201 prohibit the unauthorized disposal of hazardous waste as defined by  
19 California Code of Regulations, title 22, § 66260.10." AVIATION'S RESPONSE: The first  
20 sentence of the allegation should read: "The Department observed the Filter Blankets in three  
21 locations: (1) stored in cardboard boxes provided by Aviation's licensed hazardous waste  
22 transporter outside of and behind the Facility, these cardboard boxes were placed on pallets and  
23 covered by a tarp (the tarp was secured by large wood studs); (2) two blankets were resting  
24 directly on the pallet adjacent to the cardboard boxes; (3) two blankets were resting in a  
25 container outside the Facility near a paint spray booth." As the Department alleges in the  
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1 Complaint, many inspections of the facility have taken place over the years. No inspector has  
2 ever said that either the method or place of the storage of the Filter Blankets in the cardboard  
3 boxes fails to comply with applicable law.

4 (3) Paragraph 30 of the Complaint alleges: "The Facility's mismanagement  
5 of the Hazardous Waste Filter Blankets allowed the wind dispersal of hazardous waste during the  
6 March 14, 2006 inspection which potentially may have emitted hazardous waste into the air or  
7 otherwise into the environment and may have caused individuals to be exposed to hazardous  
8 waste." AVIATION'S RESPONSE: Aviation denies this allegation.

9 (4) Paragraph 36 of the Complaint alleges: "As described in paragraph 28  
10 above, the Defendants held Hazardous Waste Filter Blankets at the Facility in unmarked, open  
11 containers in violation of the above regulations." AVIATION'S RESPONSE: This allegation  
12 should state that some of the blankets were in unmarked, open containers.

13 (5) Paragraph 37 of the Complaint alleges: "The Defendants' management  
14 of the Hazardous Waste Filter Blankets at the Facility violated numerous provisions of the  
15 HWCL, including without limitation California Code of Regulations, title 22, §§ 66262.34(f)  
16 and 66265.173. Violation of each provision is a separate violation, subject to penalty under  
17 Health and Safety code § 25189 or § 25189.2." AVIATION'S RESPONSE: This allegation  
18 should state that some of the blankets were mismanaged.

19 C. Plaintiffs allegations are based on DTSC Senior Hazardous Substances  
20 Scientist Rita Hypnarowski's observations, during her joint inspection with Orange County  
21 Health Care Agency staff on March 14, 2006, as memorialized in her report dated March 24,  
22 2006, and further information learned prior to resolution of this matter.

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27 **5. WAIVER OF HEARING AND TRIAL AND ENTRY OF JUDGMENT**

28 By signing and entering into this Stipulation, Aviation waives its right to a hearing and/or

1 trial under the HWCL on the alleged violations in the Complaint. Further, Aviation and the  
2 Department request this Court to enter judgment in the form and substance set forth in the  
3 attached Judgment and Permanent Injunction Pursuant to Stipulation.

4 **6. INJUNCTION**

5 Aviation corrected the violations alleged in the Complaint on or about, but no later than,  
6 June 19, 2006. The Enjoined Parties, which include Aviation, its subsidiaries and divisions, its  
7 officers and directors, its agents, employees, contractors, consultants, successors, assignees, and  
8 representatives, and all persons, partners, corporations and successors thereto, or other entities,  
9 acting by, through, under, or on behalf of Aviation, pursuant to Health and Safety Code sections  
10 25181 and 25184, shall do the following:

11 A. *Training.* Aviation shall ensure that all facility personnel, as defined in  
12 California Code of Regulations, title 22, section 66260.10, receive annual training and review of  
13 requirements specified by California Code of Regulations, title 22, section 66265.16. In  
14 addition, within six months of entry of this Judgment Aviation shall submit documentation from  
15 the California Compliance School that all facility personnel with hazardous waste  
16 responsibilities have passed all the tests for the Hazardous Waste Generator Training, Modules I,  
17 II, III and IV (Modules 1-IV). Aviation shall arrange for all of Aviation's facility personnel with  
18 hazardous waste responsibilities to take these tests within three months of entry of this Judgment.  
19 Any employee failing to pass any single test shall attend the California Compliance School, and  
20 submit to DTSC a certificate verifying successful completion for Modules I-IV prior to handling  
21 hazardous waste, within six months of entry of this Judgment. Effective six months from entry  
22 of this Judgment, any employee who has not successfully completed all tests for all four modules  
23 shall be prohibited from any hazardous waste responsibilities without first passing all four tests.

24 B. *Sampling of Hazardous Waste Filter Blankets.* Aviation will handle all  
25 Hazardous Waste Filter Blankets as hazardous waste. Prior to handling any of these blankets in  
26 a manner other than as hazardous waste, Aviation shall obtain a hazardous waste analysis for one  
27 or more Hazardous Waste Filter Blankets and update its hazardous waste determination  
28

1 appropriately to ensure proper waste classification and handling. The sampling shall be  
2 conducted in accordance with *California Code of Regulations*, title 22, section 66261.24, and  
3 Title 22, California Code of Regulations, Division 4.5, chapter 11, Appendix I and Appendix II.  
4 At the time of the sampling, if Aviation continues to use chromium-containing paint, at least one  
5 of the Hazardous Waste Filter Blankets analyzed shall have been used during chromium-  
6 containing paint filtration until such time that the Hazardous Waste Filter Blanket reached  
7 saturation and/or required replacement.

8 C. *Log.* Aviation shall keep a log of Hazardous Waste Filter Blankets it  
9 removes from its paint spray booth used to apply chromium-containing paint. Such log shall  
10 indicate the day the blanket was removed and whether a chromium-containing paint was used  
11 while the blanket was in place. If a chromium-containing paint was used while the blanket was  
12 in place, the log shall also identify the hazardous waste generator storage area to which Aviation  
13 took the Hazardous Waste Filter Blankets, as well as the manifest number for the shipment of the  
14 waste offsite, and the date of that shipment.

15 D. *Container Storage Areas.* Aviation shall continue to designate one or  
16 more areas within its Facility as hazardous waste storage areas in compliance with California  
17 Code of Regulations, title 22, § 66264.31. The boundaries of these storage areas shall be clearly  
18 delineated, in compliance with California Code of Regulations, title 22, § 66265.35. Aviation  
19 shall not place or store any hazardous waste at the Facility anywhere outside these storage areas,  
20 as stated in Aviation's contingency plan, and in compliance with California Code of Regulations,  
21 title 22, § 66265 .51 (b).

22 E. *Inspections.* Aviation shall allow the Department or local Certified  
23 Unified Program Agency to inspect the Facility at any time during normal business hours  
24 without a warrant under Health & Safety Code § 25185 subd. (a). This requirement shall be in  
25 effect for a period of three years from the date of entry of this Judgment.

26 **7. MONETARY SETTLEMENT REQUIREMENTS**

27 A. Subject to the terms of this Stipulation, Aviation agrees that the Court may  
28 issue judgment for a civil penalty in the amount of one hundred seventy thousand dollars

1 (\$170,000), which amount is the full amount of civil penalties in this matter. However, Aviation  
2 has represented and provided supporting evidence that Aviation does not have the financial  
3 resources to pay the full penalty amount in this matter. In reliance on Aviation's representations  
4 and certifications, the Department agrees that, provided that Aviation fully complies with all of  
5 the injunctive provisions specified in Section 6 above and makes all payments specified in  
6 Section 7(B) below of this Stipulation in a timely manner, the full civil penalty portion of the  
7 Judgment will be satisfied, according to the terms of Section 8 below.

8           B.       Aviation shall pay the Department the sum of seventy-five thousand  
9 dollars (\$75,000) in civil penalties in settlement of the Department's claims as follows: (1) thirty  
10 thousand dollars (\$30,000) within thirty (30) days of entry of this Judgment; (2) fifteen thousand  
11 dollars (\$15,000) on or before January 2, 2009; (3) fifteen thousand dollars (\$15,000) on or  
12 before January 4, 2010; (4) the remaining balance of fifteen thousand dollars (\$15,000) on or  
13 before January 3, 2011. If any payment under this Section 7(B) from Aviation is not paid when  
14 due, then Aviation shall pay interest on such overdue amount at the interest rate applicable to  
15 civil judgments. If any payment is not received by the Department within ninety (90) days of the  
16 due date for such payment, the Department may give notice of default to Aviation as provided in  
17 Section 8(B) below.

18           C.       Each of Aviation's payments stated in Section 7(B) above shall be made  
19 by cashier's check payable to the California Department of Toxic Substances Control, shall bear  
20 the following notation: "Aviation Equipment, HWCA 20061136" and shall be sent to:

21           Cashier Accounting Office  
22           Department of Toxic Substances Control 1001 I Street, MS-21A  
23           P.O. Box 806  
24           Sacramento, CA 95812-0806

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

26           Charles A. McLaughlin, Chief  
27           State Oversight and Enforcement Branch  
28           Department of Toxic Substances Control  
              8800 Cal Center Drive  
              Sacramento, California 95826-3200

1 [CMcLaughlin@dtsc.ca.gov](mailto:CMcLaughlin@dtsc.ca.gov)

2  
3 Vivian Murai, Senior Staff Counsel  
4 Office of Legal Counsel  
5 Department of Toxic Substances Control  
6 1001 I Street, MS-23A  
7 P.O Box 806  
8 Sacramento, California 95812-0806  
9 [VMurai@dtsc.ca.gov](mailto:VMurai@dtsc.ca.gov)

10 and to

11  
12 Olivia Karlin  
13 Deputy Attorney General California Department of Justice  
14 300 South Spring Street  
15 Los Angeles, CA 90013  
16 [olivia.karlin@doj.ca.gov](mailto:olivia.karlin@doj.ca.gov)

17 **8. SATISFACTION OF CIVIL PENALTY PAYMENT REQUIREMENT**

18 A. In the event Aviation complies with the terms contained in the parties'  
19 Stipulation and the terms of the Judgment attached hereto, including, but not limited to making  
20 the payments as required by Section 7(B) of this Stipulation, the full civil penalty shall be  
21 satisfied. Aviation shall not be relieved of any other obligation arising under the parties'  
22 Stipulation or this Judgment. The payment requirements of this section shall expire three years  
23 from the date of entry of this Stipulation.

24 B. In the event Aviation violates any provision of the HWCL (with the  
25 exception of a minor violation of the HWCL, as defined by California Code of Regulations, title  
26 22 section 66272.66, Health and Safety Code section 25117.6, and Health and Safety Code  
27 section 25187.8(g)), or fails to make a payment as required by the parties' Stipulation and  
28 Judgment, the full amount of civil penalties, one hundred seventy thousand dollars (\$170,000),  
plus accrued and unpaid interest on unpaid installments as provided in Section 7(B) of this  
Stipulation, minus any payments already made to the Department pursuant to this Judgment shall  
be immediately due and payable to the Department. If the Department determines that Aviation  
has defaulted under the terms of the parties' Stipulation or the terms of this Judgment, the  
Department will provide Aviation with written notice of the default. Such written notice  
constitutes Aviation's notice of its reasonable opportunity to cure the default on the terms as

1 required by the Department. If Aviation fails to cure the default as required within thirty days of  
2 notice, the Department may proceed to pursue all rights and remedies to enforce this Judgment  
3 against Aviation, in addition to any applicable penalties for any new violation.

4 C. For purposes of this section, Aviation shall not have violated the HWCL  
5 or the injunctive provisions of Section 6 above unless one of the following occurs: Aviation  
6 notifies the Department in writing that it will not contest an alleged violation of one of the  
7 injunctive provisions; a court of law issues a judgment finding a violation of one of the  
8 injunctive provisions; or either the DTSC Director or an administrative law judge issues a  
9 decision finding a violation of one of the injunctive provisions.

## 10 9. ENFORCEMENT OF THIS STIPULATION AND JUDGMENT

11 A. Aviation shall promptly, and no later than twenty-four hours after  
12 discovery, notify the Department in writing in the event of any significant noncompliance with  
13 the terms of this Stipulation. For purposes of this Stipulation and Judgment, failure to comply  
14 with this paragraph shall not be deemed an independent violation of this Stipulation.

15 B. The Department will notify Aviation at least two weeks before  
16 commencing any action to enforce the injunctive provisions of the Stipulation. Upon a request  
17 by Aviation within that two week period, the Department will make appropriate staff persons  
18 available to meet with representatives of Aviation within a reasonable time of receiving  
19 Aviation's request. Provided the meeting takes place within a reasonable time (unless the failure  
20 to meet is due solely to the Department's delay), the Department will not commence the  
21 enforcement action until the meeting has taken place. For the purposes of this paragraph, "action  
22 to enforce the injunctive provisions of the Stipulation" is limited to issuance of an enforcement  
23 order for penalties pursuant to Health and Safety Code § 25187, the filing of a civil complaint, or  
24 the commencement of a contempt action. This paragraph shall not prevent the Department or  
25 any government official from taking any action the Department or official deems necessary to  
26 prevent an immediate hazard to public health or the environment. This paragraph shall not  
27 create a right of action against the Department or any government official, nor create any defense  
28 to any enforcement action brought by the Department or any other government agency.

1 C. Failure to comply with the terms of this Stipulation may also subject  
2 Aviation to costs, penalties, and/or punitive damages for any costs incurred by the Department or  
3 other government agencies as a result of such failure, including penalties provided by Health and  
4 Safety Code § 25188. Penalties due for violation of this Stipulation because of a new violation  
5 of the HWCL are in addition to, and not in lieu of, any new penalty assessed for that new  
6 violation.

7 D. The Department's failure to seek enforcement of any provision of this  
8 Stipulation shall not be deemed a waiver of any rights by the Department, or in any way affect  
9 the validity of this Stipulation or the Judgment as to Aviation in this matter.

10 E. Nothing in this Stipulation or Judgment waives any right or authority the  
11 Department has under law to enforce the provisions of the Department has to enforce the  
12 Stipulation, the Judgment, the HWCL, its regulations, or the terms of any license or permit given  
13 thereunder.

14 **10. NOTICE**

15 A. Unless otherwise specified in this Stipulation, all submissions and notices  
16 required by this Stipulation shall be sent as follows:

17 For the Department:

18 Charles A. McLaughlin, Chief  
19 State Oversight and Enforcement Branch  
20 Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

21 Vivian Murai, Senior Staff Counsel  
22 Office of Legal Counsel  
23 Department of Toxic Substances Control  
1001 I Street, MS-23A  
24 P.O. Box 806  
Sacramento, California 95812-0806

25 For Aviation:

26 William Rooke, President Rooke Corp. and  
27 Aviation Equipment Structures, Inc.  
7230 Fulton Avenue  
28 North Hollywood, CA 91605

1 Walter Lipsman, Esq.  
2 Morris Polich and Purdy  
3 1055 W. 7th St., Suite 2400  
4 Los Angeles, CA 90017

5 B. All approvals and decisions of the Department regarding any matter  
6 requiring approval or decision under the terms of this Stipulation shall be communicated to  
7 Aviation in writing by Charles A. McLaughlin or his successor or designee. No advice,  
8 guidance, suggestions, or comments by employees or officials of the Department regarding  
9 submittals or notices shall be construed to relieve Aviation of its obligations under this  
10 Stipulation, except as specified herein.

11 C. The Department will timely respond to all submissions required by this  
12 Stipulation. This paragraph shall not create a right of action against the Department or any  
13 government official, nor create any defense to any enforcement action brought by the  
14 Department or any other government agency.

15 **11. DEPARTMENT NOT LIABLE**

16 A. The Department shall not be liable for any injury or damage to persons or  
17 property resulting from acts or omissions by Aviation, its officers, employees, agents, or  
18 representatives in carrying out obligations pursuant to this Stipulation, nor shall the Department  
19 be held as a party to or guarantor of any contract entered into by Aviation, its employees, agents,  
20 or representatives in carrying out obligations required pursuant to this Stipulation.

21 B. Aviation releases the Department and the Office of the Attorney General,  
22 and their employees, representatives and agents from any and all liability, in their official or  
23 personal capacity, arising from or relating to this litigation or any inspection, enforcement or  
24 permitting activity, or other regulatory action occurring up to the date of the execution of this  
25 Stipulation. Aviation further covenants not to sue or assert any claims or causes of action against  
26 the Department or the Office of the Attorney General, or their officers, employees, agents, or  
27 representatives in their official or personal capacities arising from or relating to this litigation or  
28 any inspection, enforcement or permitting activity, or other regulatory action occurring up to the  
date of the execution of this Stipulation.

1           **12. AUTHORITY TO ENTER STIPULATION**

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

5           **13. RETENTION OF JURISDICTION**

6           The Court shall retain jurisdiction to enforce the provisions of this Stipulation and  
7 Judgment.

8           **14. ACCESS**

9           Nothing in this Judgment is intended to limit in any way the right of entry or inspection  
10 that the Department or any other agency may otherwise have by operation of any law.

11           **15. SAMPLING, DATA AND DOCUMENT AVAILABILITY**

12           On reasonable notice, Aviation shall permit the Department or its authorized  
13 representatives to inspect and copy all sampling, testing, monitoring, and other data generated by  
14 Aviation or on Aviation's behalf in any way pertaining to the Department's regulatory authority  
15 under the Health & Safety Code. Retention times for the above records, and extensions thereof,  
16 shall be as specified in the applicable statutes and regulations.

17           **16. COUNTERPARTS**

18           This Stipulation may be executed in any number of counterparts, all of which taken  
19 together shall constitute an integrated document.

20           **17. EFFECTIVE DATE**

21           The Effective Date of this Stipulation is the date the Judgment is entered by the Court.

22           **18. ENTIRE AGREEMENT**

23           This Stipulation sets forth the entire agreement between the Department and Aviation  
24 regarding the subject matter hereof. This Stipulation may only be amended by a written  
25 agreement signed on behalf of the Department and Aviation.

26           **19. ENTRY OF JUDGMENT PURSUANT TO STIPULATION**

27           The parties further stipulate that upon approval of this Stipulation by the Court, the Court  
28 shall enter the Judgment in this matter in the form set forth in the attached Judgment, herein.

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IT IS SO STIPULATED:

For the Department:

Dated June 11, 2008

By: *C. A. McLaughlin*  
Charles A. McLaughlin, Chief  
State Oversight and Enforcement Branch  
Department of Toxic Substances Control

For Aviation:

ROOKE CORP. dba Aviation Equipment, Inc.

Dated June 9<sup>TH</sup>, 2008

By: *William S. Rooke*  
William Rooke, President

AVIATION EQUIPMENT STRUCTURES, INC.

Dated June 10<sup>TH</sup>, 2008

By: *William Rooke*  
William Rooke, President

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APPROVED AS TO FORM:

EDMUND G. BROWN, JR.  
Attorney General of the State of California  
JANET GAARD,  
Chief Assistant Attorney General  
KEN ALEX,  
Senior Assistant Attorney General  
DONALD ROBINSON,  
Supervising Deputy Attorney General

Dated June 2, 2008

By: Olivia W. Karlin  
OLIVIA W. KARLIN  
Attorneys for Plaintiffs

MORRIS POLICH & PURDY LLP

Dated June 9, 2008

By: Walter J. Lipsman  
WALTER J. LIPSMAN  
Attorneys for Aviation

1 EDMUND G. BROWN JR., Attorney General  
of the State of California  
2 JANET GAARD,  
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3 KEN ALEX,  
Senior Assistant Attorney General  
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Deputy Attorneys General  
7 300 South Spring Street, Suite 1702  
8 Los Angeles, CA 90013  
Telephone: (213) 897-0473  
9 Fax: (213) 897-2802

**EXEMPT FROM FILING FEES  
GOVERNMENT CODE § 6103**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
JUN 20 2018  
ALAN SUTTER, Clerk of the Court  
BY G. FRIED

10 Attorneys for Plaintiff PEOPLE OF THE STATE OF  
11 CALIFORNIA, ex rel. MAUREEN GORSEN,  
12 DIRECTOR, CALIFORNIA DEPARTMENT OF  
TOXIC SUBSTANCES CONTROL

13  
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF ORANGE**  
16

17 **PEOPLE OF THE STATE OF CALIFORNIA, ex**  
18 **rel. MAUREEN GORSEN, Director,**  
19 **CALIFORNIA DEPARTMENT OF TOXIC**  
**SUBSTANCES CONTROL,**

20 Plaintiff,

21 v.

22 **ROOKE CORP., a California Corporation, dba**  
23 **Aviation Equipment Inc.; AVIATION**  
24 **EQUIPMENT STRUCTURES, INC., a California**  
25 **Corporation, DOES 1 to 20,**

Defendants.

Case No.:

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

26 Plaintiff, People of the State of California presented and filed with the Court a written  
27 Stipulation for Settlement and Entry of Judgment and Permanent Injunction (the "Stipulation,"  
28 which is attached hereto and incorporated by reference) entered by Plaintiff and Defendants

1 Rooke Corporation, a California Corporation, dba Aviation Equipment Inc., Aviation Equipment  
2 Structures, Inc. (collectively, "Aviation.") The Court, having reviewed the Stipulation and the  
3 other pleadings and records on file, finds that jurisdiction exists over this matter pursuant to  
4 Health and Safety Code §§ 25181 and 25189 and that good cause exists for entry of this  
5 Judgment.

6  
7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

8 1. JUDGMENT is awarded in favor of Plaintiff and against Aviation on all causes of  
9 action, and a civil penalty in the amount of one hundred seventy thousand dollars (\$170,000),  
10 which amount is the full amount of civil penalties in this matter. However, Aviation has  
11 represented and provided supporting evidence that Aviation does not have the financial resources  
12 to pay the full penalty amount in this matter, and has corrected the violations alleged in the  
13 Complaint on or about, but no later than, June 19, 2006. Aviation represents that since receipt of  
14 the Department's Summary of Violations, Aviation has also invested, and continues to invest,  
15 significant funds to comply with the HWCL. In reliance on Aviation's representations and  
16 certifications, the Department agrees that, provided that Aviation fully complies with all of the  
17 injunctive provisions set forth below and makes all payments specified in the next paragraph of  
18 this Judgment in a timely manner, the full civil penalty portion of the Judgment will be satisfied.

19 Aviation shall pay the Aviation shall pay the Department the sum of seventy-five  
20 thousand dollars (\$75,000) in civil penalties in settlement of the Department's claims as follows:  
21 (1) thirty thousand dollars (\$30,000) within thirty (30) days of entry of this Judgment; (2) fifteen  
22 thousand dollars (\$15,000) on or before January 2, 2009; (3) fifteen thousand dollars (\$15,000)  
23 on or before January 4, 2010; (4) the remaining balance of fifteen thousand dollars (\$15,000) on  
24 or before January 3, 2011

25 **IT IS FURTHER ORDERED** that Aviation shall comply with the following provisions:

26 A. *Training.* Aviation shall ensure that all facility personnel, as defined in  
27 California Code of Regulations, title 22, section 66260.10, receive annual training and review of  
28 requirements specified by California Code of Regulations, title 22, section 66265.16. In

1 addition, within six months of entry of this Judgment Aviation shall submit documentation from  
2 the California Compliance School that all facility personnel with hazardous waste  
3 responsibilities have passed all the tests for the Hazardous Waste Generator Training, Modules I,  
4 II, III and IV (Modules 1-IV). Aviation shall arrange for all of Aviation's facility personnel with  
5 hazardous waste responsibilities to take these tests within three months of entry of this Judgment.  
6 Any employee failing to pass any single test shall attend the California Compliance School, and  
7 submit to DTSC a certificate verifying successful completion for Modules I-IV prior to handling  
8 hazardous waste, within six months of entry of this Judgment. Effective six months from entry  
9 of this Judgment, any employee who has not successfully completed all tests for all four modules  
10 shall be prohibited from any hazardous waste responsibilities without first passing all four tests.

11           B.     *Sampling of Hazardous Waste Filter Blankets.* Aviation will handle all  
12 Hazardous Waste Filter Blankets as hazardous waste. Prior to handling any of these blankets in  
13 a manner other than as hazardous waste, Aviation shall obtain a hazardous waste analysis for one  
14 or more Hazardous Waste Filter Blankets and update its hazardous waste determination  
15 appropriately to ensure proper waste classification and handling. The sampling shall be  
16 conducted in accordance with *California Code of Regulations*, title 22, section 66261.24, and  
17 Title 22, California Code of Regulations, Division 4.5, chapter 11, Appendix I and Appendix II.  
18 At the time of the sampling, if Aviation continues to use chromium-containing paint, at least one  
19 of the Hazardous Waste Filter Blankets analyzed shall have been used during chromium-  
20 containing paint filtration until such time that the Hazardous Waste Filter Blanket reached  
21 saturation and/or required replacement.

22           C.     *Log.* Aviation shall keep a log of Hazardous Waste Filter Blankets it  
23 removes from its paint spray booth used to apply chromium-containing paint. Such log shall  
24 indicate the day the blanket was removed and whether a chromium-containing paint was used  
25 while the blanket was in place. If a chromium-containing paint was used while the blanket was  
26 in place, the log shall also identify the hazardous waste generator storage area to which Aviation  
27 took the Hazardous Waste Filter Blankets, as well as the manifest number for the shipment of the  
28 waste offsite, and the date of that shipment.

1 D. *Container Storage Areas.* Aviation shall continue to designate one or  
2 more areas within its Facility as hazardous waste storage areas in compliance with California  
3 Code of Regulations, title 22, § 66264.31. The boundaries of these storage areas shall be clearly  
4 delineated, in compliance with California Code of Regulations, title 22, § 66265.35. Aviation  
5 shall not place or store any hazardous waste at the Facility anywhere outside these storage areas,  
6 as stated in Aviation's contingency plan, and in compliance with California Code of Regulations,  
7 title 22, § 66265 .51 (b).

8 E. *Inspections.* Aviation shall allow the Department or local Certified  
9 Unified Program Agency to inspect the Facility at any time during normal business hours  
10 without a warrant under Health & Safety Code § 25185 subd. (a). This requirement shall be in  
11 effect for a period of three years from the date of entry of this Judgment.

12 The clerk is directed to enter this Judgment immediately.

13 DATED: 6/17/08

14 **STEVEN L PERK**

15 HON.  
16 JUDGE OF THE SUPERIOR COURT

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18  
19 Prepared by:

20  
21 EDMUND G. BROWN, JR. Attorney General  
22 of the State of California  
23 JANET GAARD,  
24 Chief Assistant Attorney General  
25 KEN ALEX,  
26 Senior Assistant Attorney General  
27 JAMES R. POTTER, State Bar No. 166992  
28 OLIVIA W. KARLIN, State Bar No. 150432  
Deputy Attorneys General  
300 South Spring Street, Suite 1702  
Los Angeles, California 90013  
Telephone: (213) 897-0473  
Attorneys for Plaintiff