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12 Attorneys for Plaintiff

13 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN

14 The People of The State of California,

15 Plaintiff,

16 v.

17 DENBESTE TRANSPORTATION, INC., a California
18 corporation,

19 Defendant(s),

) Case No. CV030746
)
)

) PERMANENT INJUNCTION (H&S
) 25180 et seq., B&P CODE § 17203)
) AND FINAL JUDGMENT PURSUANT
) TO STIPULATION
)
)
)

20 Upon the consent of the parties hereto, and it appearing to the court that there is good cause
21 for the entry of this Stipulated Final Judgment,

22 IT IS ORDERED, ADJUDGED AND DECREED as follows:

23 1. This court has jurisdiction of the subject matter of this action and each of the parties
24 hereto.

25 2. The injunctive provisions of this Final Judgment are applicable to Defendant, its
26 subsidiaries and divisions, and any agent, employee, representative and all persons, corporations, or
27 other entities acting by, through, under, or on behalf of Defendant and all persons in concert with or
28 participating with said Defendant with actual or constructive knowledge of this injunction, only

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ROSA JUNQUEIRO, CLERK

~~SONYA FARNSWORTH~~
DEPUTY

1 insofar as they are doing business in the State of California and confined to Defendant's
2 TRANSPORTATION activities in the County of San Joaquin and elsewhere in the State of
3 California.

4 3. Defendant with actual or constructive knowledge of this injunction, only in so far as it is
5 doing business in the State of California, in the course of Defendant's TRANSPORTATION
6 activities, are pursuant to Health and Safety Code §25100 et seq. hereby permanently enjoined from:

- 7 a. Violation of Health and Safety Code §25163(a)(1);
- 8 b. Violation of Health and Safety Code §25191(b)(5);
- 9 c. Violation of Health and Safety Code §25191(d)(2);

10 4. Defendant with actual or constructive knowledge of this injunction, only in so far as it is
11 doing business in the State of California, in the course of Defendant's TRANSPORTATION
12 activities, are pursuant to Business and Professions Code §17200 et seq. hereby permanently
13 enjoined from:

- 14 a. Violation of Health and Safety Code §25163(a)(1);
- 15 b. Violation of Health and Safety Code §25191(b)(5);
- 16 c. Violation of Health and Safety Code §25191(d)(2);

17 5. Defendant shall pay to Plaintiff the sum of ONE HUNDRED THOUSAND DOLLARS
18 (\$100,000.00), as and for civil penalties, pursuant to Business and Professions Code §17200 et seq.
19 Said payments shall be made payable to the TREASURER OF SAN JOAQUIN COUNTY and
20 delivered to the San Joaquin County Office of the District Attorney, Environmental Prosecutions
21 Unit, on or before October 31, 2006.

22 6. Defendant shall pay to Plaintiff the sum of ONE HUNDRED THOUSAND DOLLARS
23 (\$100,000.00), as and for civil penalties, pursuant to Health & Safety Code § 25191 and § 25192.
24 Said payment of penalties shall be made payable to the California Department of Toxic Substances
25 Control (DTSC), and shall be delivered to: Cashier, Accounting, Department of Toxic Substances
26 Control, P.O. Box 806, Sacramento, CA 95812-0806, on or before October 31, 2006. Each check
27 shall bear on its face the Case No. of this case. A photocopy of all checks and payments made
28 pursuant to this Final Judgment shall be sent, at the same time, to Deputy Attorney General Brett J.

1 Morris, Office of the Attorney General, 1515 Clay Street, P.O. Box 70550, Oakland, CA
2 94612-0550; Mary Locke, Chief, Criminal Investigations Branch, Department of Toxic Substances
3 Control, 1001 I Street, Sacramento, CA 95814; and to Supervising Deputy District Attorney David
4 J. Irely, San Joaquin County Office of the District Attorney, Environmental Prosecutions Unit, 222 E.
5 Weber Ave., Room 202, Stockton, CA 95202.

6 7. Defendant has agreed to fund Environmental Training Programs in the amount of
7 EIGHTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$83,750.00), as a special
8 project, commonly known as Supplemental Environmental Projects, as described below:

9 a. TWENTY-TWO THOUSAND DOLLARS (\$22,000.00) for the purchase of
10 two (2) enforcement tools to be donated to the California Hazardous Materials Investigators
11 Association (CHMIA). These tools shall be available for use by employees of the Criminal
12 Investigations Branch with the Department of Toxic Substances Control for matters relating to
13 enhanced environmental investigations involving hazardous materials or hazardous waste
14 transportation violations. The tools may include tracking, location, or other registration devices.
15 Said sum of TWENTY-TWO THOUSAND DOLLARS (\$22,000.00) shall be made payable to the
16 California Hazardous Materials Investigators Association.

17 b. TWENTY THOUSAND DOLLARS (\$20,000.00) shall be made payable to
18 the California Hazardous Materials Investigators Association to fund investigation and enforcement
19 training programs for local and state environmental enforcement personnel.

20 c. TWENTY THOUSAND DOLLARS (\$20,000.00) shall be made payable to
21 the California Hazardous Materials Investigators Association to fund the Advanced Environmental
22 Criminal Training Program. This funded amount is to be used during the calendar year 2007 by the
23 Federal Law Enforcement Training Center Environmental Protection Agency Staff, the California
24 District Attorneys Association, the California Specialized Training Institute, and the Western States
25 Project to assist in the design of and to provide training to California local and state environmental
26 regulators with an emphasis on multi-media/multi-jurisdictional enforcement courses.

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1 d. TWENTY-ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS
2 (\$21,750.00) shall be made payable to the Craig Thompson Environmental Protection Prosecution
3 Fund for the purposes authorized from that fund.

4 The payments listed in paragraphs 7 a-d, above, in the amount of EIGHTY-THREE
5 THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$83,750.00) shall be delivered to the San
6 Joaquin County Office of the District Attorney, Environmental Prosecutions Unit, at the time of
7 signing this agreement.

8 8. Defendant waives its Fourth Amendment rights and shall be searchable only as to the
9 following: any and all of the Defendant's records related to drivers' licensing/certifications for a
10 period of five (5) years from the date of signing this agreement.

11 9. Defendant shall provide to the People monthly reports, signed by an authorized officer of
12 Defendant, verifying that the drivers' records have been reviewed and that compliance has been
13 maintained for a period of five (5) years from the date of signing this agreement.

14 10. Defendant shall be penalized, as and for civil penalties, pursuant to Business and
15 Professions Code §17200, in addition to those penalties set forth in paragraphs 5 and 6, SIX
16 HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS
17 (\$623,750.00). However, it is stipulated by all parties that the entire additional SIX HUNDRED
18 TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$623,750.00) in civil
19 penalties shall be stayed for a period of five (5) years from the date of signing this document, on the
20 condition that the Defendant not violate any requirement of the Hazardous Waste Control Law
21 (HWCL), as it relates to the use of unlicensed hazardous waste haulers. Any such violation makes a
22 portion of the stayed penalty immediately due and payable as follows:

- 23 a. First violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 24 b. Second violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 25 c. Third violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 26 d. Fourth violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 27 e. Fifth violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 28 f. Sixth violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);

- 1 g. Seventh violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 2 h. Eighth violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 3 i. Ninth violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 4 j. Tenth violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 5 k. Eleventh violation, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);
- 6 l. Twelfth violation, the remaining THREE HUNDRED FORTY-EIGHT
- 7 THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$348,750.00).

8 If, at any time during the next five (5) years, the Defendant violates any provision of the
9 HWCL relating to the use of unlicensed hazardous waste haulers by the Defendant, then DTSC will
10 inform the Defendant in writing of such violation, and will include the name of the hauler and the
11 date(s) of the violation, and will provide the Defendant three (3) business days to investigate the
12 violation. If the Defendant verifies the violation, then the Defendant will immediately pay the
13 portion of the stayed penalty as set forth above. If the Defendant disputes the violation, then the
14 Defendant, within three (3) business days, shall submit written documentation to DTSC and the
15 Attorney General's Office showing that the identified registration was not expired and that the hauler
16 signed a contract in a language the hauler could read and understand confirming that all of the
17 documents submitted to the Defendant, including the registration, were true and correct. Based on
18 the evidence presented, and if DTSC chooses to meet and confer with the Defendant's attorney, the
19 Attorney General's Office will determine whether there was a violation, such that the stayed penalty
20 shall be imposed as set forth above. Any future violations(s) are also subject to independent
21 enforcement action.

22 This paragraph 10 terminates, expires and becomes null and void five (5) years from the date
23 of signing this document.

24 All penalties to be paid pursuant to any violation listed above in paragraph 10 shall be split
25 equally between and made payable to (1) the Office of the Attorney General, (2) the California
26 Department of Toxic Substance Control, and (3) the Treasurer of San Joaquin County, and delivered
27 to the San Joaquin County Office of the District Attorney, Environmental Prosecutions Unit.

