

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Gold'n West Surplus, Inc.  
1121 California Avenue  
Corona, CA 92881

ID No. CAL000359329  
Respondent.

Docket HWCA 2012 4750

CONSENT ORDER

Health and Safety Code  
Section 25187

The State Department of Toxic Substances Control (Department) and Gold'n West Surplus, Inc. (Respondent) enter into this Consent Order and agree as follows:

1. Respondent generates, handles and treats Universal Waste (UW) electronic devices and UW Cathode Ray Tubes (UW-CRTs) at 1121 California Avenue, Corona, CA 92881 (Site).
2. The Department inspected the Site on August 20, 2012.
3. The Department alleges the following violations:
  - 3.1 On or about August 20, 2012, Respondent violated California Code of Regulations, title 22, sections 66273.74(a)(1) and 66273.73(a)(2)(B) by failing to notify the Department, either in writing or electronically, no later than thirty calendar days prior to treating any UW electronic devices and/or UW-CRT to wit: the facility recently started shredding circuit boards and failed to notify the Department about this activity.

3.2 On or about August 20, 2012, Respondent violated California Code of Regulations, title 22, section 66273.76(a)(1) by failing to have a closure plan; to wit: Respondent failed to submit a closure plan for its printed circuit board shredder machine no later than thirty calendar days prior to initially conducting treatment activities.

3.3 On or about August 20, 2012, Respondent violated California Code of Regulations, title 22, section 66273.76(c) by failing to prepare and submit documentation demonstrating financial responsibility for liability pursuant to California Code of Regulations, title 22, section 66265.147.

3.4 On or about August 20, 2012, Respondent violated California Code of Regulations, title 22, section 66263.76(d) by failing to prepare and submit documentation demonstrating financial assurance for closure to fund the cost estimate for closure, pursuant to California Code of Regulations, title 22, section 66265.143, subsections (a) through (h).

4. A dispute exists regarding the alleged violations.

5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code section 25187.

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order shall constitute full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

9. Respondent admits the violations described above.

## SCHEDULE FOR COMPLIANCE

10. Respondent shall comply with the following:

10.1 The violations described above have been corrected. Respondent shall operate hereafter in a manner that shall prevent recurrences of the violations cited above.

10.2. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

10.3. Endangerment during Implementation: In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further implementation for such period of time as needed to abate the endangerment. Any deadline in this Consent Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

10.4. Liability: Nothing in this Consent 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 Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

10.5. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

10.6. Sampling, Data, and Document Availability: Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be

preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

10.7. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

#### PAYMENTS

11. Within 30 days of the effective date of this Consent Order, Respondent shall pay the Department \$75,000, of which \$66,090 shall be a penalty for the violations, and \$8,910 shall be reimbursement of the Department's costs.

Respondent's check shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control  
Accounting Office  
1001 I Street, 21st floor  
P. O. Box 806  
Sacramento, California 95812-0806

A photocopy of the check shall be sent:

To:

Carmelita E. Lampino  
Cypress and San Diego Enforcement Branch  
Enforcement and Emergency Response Division  
Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, CA 90630

and to:

Jay Cross  
Office of Legal Counsel  
Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, CA 95812-0806

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

#### OTHER PROVISIONS

12.1. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

12.2. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

12.3. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees,

employees, contractors, consultants, 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 Consent Order.

12.4. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

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

12.6. Compliance with Waste Discharge Requirements: Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board.

Dated: 5/10/2013

Original signed by Mark Pickering

Mark Pickering  
Chief Executive Office  
Gold'n West  
Respondent

Dated: 5/15/2013

Original signed by Paul Kewin

Paul Kewin, Division Chief  
Department of Toxic Substances Control