

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Technologies Displays Americas, LLC.  
1767 Carr Road Suite 101  
Calexico, California 92231

EPA ID Number: CAR 000188458

Respondent

Docket HWCA 2009-1980

Consent Order

Health and Safety Code  
Section 25187

INTRODUCTION

The State Department of Toxic Substances Control (Department) and Technologies Displays Americas, LLC (Respondent) enter into this Consent Order (Order) and agree as follows:

1. Respondent is a Universal Waste Electronic Devices and Cathode Ray Tube (CRT) Material Handler and operates a storage warehouse in the City of Calexico, California. Respondent exports the CRTs to Technologies Displays Mexicana, S.A. DE C.V. located in Mexicali, B.C. Mexico to be processed and the CRT glass recycled.

2. On January 9, 2009, Respondent presented two shipments of CRT broken glass at the U.S. Customs & Border Protection, Calexico East Port of Entry (Port) to be exported to Mexico for recycling.

3. Based on this inspection the Department alleges the following violations:

3.1. Respondent violated California Code of Regulations, title 22, section 66273.83 (a)(1) in that on or about January 9, 2009, Respondent caused the releases of broken CRT glass onto the floor of two trucks and the Port compound. The first vehicle shipment of 48 boxes of broken CRT glass had eight (8) damaged/torn boxes and the other vehicle shipment of 34 containers had 28 damaged/torn boxes.

3.2. Respondent violated California Code of Regulations, title 22, section 66273.83, (a)(2) in that on or about January 9, 2009, Respondent failed to immediately contain all releases of CRTs material that is broken or shows evidence of breakage, leakage, or damage. The broken CRT glass had spilled onto the pallets, around the boxes, on truck floors and the Port compound.

3.3. Respondent violated California Code of Regulations, title 22, section 66273.84(a) (b)(c) in that on or about January 9, 2009, Respondent failed to properly label 48 boxes containing broken CRT glass as required by State regulations.

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 does admit the violations alleged above.

#### SCHEDULE FOR COMPLIANCE

10. Respondent shall comply with the following:

10.1.1. Respondent shall not transport broken CRT glass in containers that are not structurally sound. Respondent shall use leak proof and structurally sound containers to store and transport CRT material, shall be compatible with the contents, and shall lack evidence of leakage, spillage or damage that could cause the release of CRT glass to the environment. On November 30, 2009, Respondent submitted a response letter along with photographs, describing the corrective action taken by Respondent to prevent future incidents/releases of broken CRT glass. Therefore, this violation has been corrected to the Department's

satisfaction.

10.1.2. Respondent shall contain all releases of broken CRTs glass material. Furthermore, Respondent shall not transport broken CRT glass in containers that are not structurally sound (with gaps and holes). Respondent shall use leak proof and structurally sound containers to store and transport CRT material, shall be compatible with the contents, and shall lack evidence of leakage, spillage or damage that could cause the release of glass to the environment. On November 30, 2009, Respondent provided a response letter explaining the corrective action taken to prevent future incidents/releases of broken CRT glass. Therefore, this violation has been corrected to the Department's satisfaction.

10.1.3. Respondent must label all containers as a Universal Waste and follow all other applicable requirements for Cathode Ray Tube (CRT) Material Handler (MH). On November 30, 2009, Respondent submitted a response letter describing the correct labeling to be used for the CRT glass. Therefore, this violation has been corrected to the Department's satisfaction.

10.2. Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent simultaneously to:

Jose Alfredo Rios, Chief  
San Diego Field Office  
Enforcement and Emergency Response Program  
Department of Toxic Substances Control  
9174 Sky Park Court, Suite 150  
San Diego, California 92123

10.3. Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

10.4. Department Review and Approval: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect public health or safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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.

10.9. 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. Respondent shall preserve all such data, reports, and other documents 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.

10.10. 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.

10.11. Incorporation of Plans and Reports: All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.

10.12. Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order, the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

10.13. Extension Approvals: If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

#### PAYMENTS:

11. Respondent shall pay the Department a total penalty of \$6,000.00. Of the total due, \$3,000.00 is a penalty; Respondent shall make a \$3,000.00 dollars monetary contribution to, a Non-Governmental Organization in Imperial County relating to environmental activities only upon the approval of the Department. The monetary contribution shall be made within 20 days of the effective date of this Order.

11.1. The penalty shall be submitted within 30 days of the effective date of this Order. Respondent's check shall be made payable to the Department of Toxic Substances Control, and shall identify the Respondent and Docket Number (HWCA2009-1980) on the check.

Respondent shall transmit the penalty payments 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:

Jose Alfredo Rios, Chief  
San Diego Field Office  
Enforcement and Emergency Response Program  
Department of Toxic Substances Control  
9174 Sky Park Court, Suite 150  
San Diego, California 92123

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.

Dated: April 14, 2010

Original signed by Albino Bessa  
Albino Bessa, President  
Technologies Displays Americas, LLC

Dated: April 21, 2010

Original signed by Jose Alfredo Rios  
Jose Alfredo Rios, Chief  
San Diego Field Office  
Department of Toxic Substances Control