



# CALIFORNIA CUPA FORUM

"An Association of Certified Unified Program Agencies"

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May 1, 2013

TO: ALL UNIFIED PROGRAM AGENCIES

FROM: BILL JONES, ENFORCEMENT ISSUE COORDINATOR<sup>SENT VIA EMAIL</sup>

### CVS PHARMACY, INC. INJUNCTIVE PROVISIONS

This is to summarize the injunctive provisions of the CVS Pharmacy, Inc., statewide judgment dated April 16, 2012. The purpose of this communique is to provide Unified Program Agencies a document that would summarize injunctive provisions to compare with any future potential violations.

In addition, it is important that clear direction be provided on what to do if future violations occur and where this information should be sent. For those jurisdictions that have had active involvement by a local prosecutor, this is the obvious point of contact to send subsequent non-compliance information. If your jurisdiction does not have active prosecutorial involvement, you are requested to provide the information to the Ventura County District Attorney's Office, ATTN: Senior Deputy DA Mitch Disney, Phone: (805) 622-1706, Fax: (805) 662-1770, Mitch.Disney@ventura.org with a copy to me.

What follows is a summary of the injunction provisions. For more detailed information, you are directed to the final court document referenced below.

### CVS INJUNCTIVE PROVISIONS (ref. Ventura Superior Court Case No. 56-2012-00415450-CU-MC-VTA, Stipulation for Entry of Final Judgment and Permanent Injunction); final 4-16-12, injunction through 4-16-17

CVS shall comply with:

#### California Health and Safety Code:

##### *Division 20:*

Chapter 6.5 Hazardous Waste Control, Sections 25100, et.seq. and Chapter 6.95 Hazardous Materials Release Response Plans and Inventory, Sections 25500 et. seq.

##### *Division 104:*

Part 14 (Section 117600-118360): Medical Waste

#### Additional Specific Injunctive Provisions:

4.1.a CVS shall not dispose, or cause the disposal of, any hazardous waste at a point not authorized or permitted by DTSC including, without limitation, to any trash compactor, dumpster, drain, sink, or toilet at any of the CVS Facilities, or onto the surface or subsurface of the ground at any unauthorized location, or at a landfill or transfer station not authorized

to receive hazardous waste.

4.1.b. CVS shall determine, at each CVS Facility, whether each item returned by a customer to that facility is a waste and if so, is a "hazardous waste".

4.1.c. CVS shall determine, at each CVS Facility, whether each waste generated at that facility as a result of a spill, container breakage or other means rendering the product not usable for its intended purpose, is a "hazardous waste".

4.1.d. CVS shall manage every hazardous waste so identified pursuant to paragraphs 4.1.a., 4.1.b., and 4.1.c in accordance with the requirements of Chapter 6.5 of the Health and Safety Code and its implementing regulations in the California Code of Regulations, title 22.

4.1.e. CVS shall not transport, transfer custody of, or cause to be transported, any hazardous waste unless the transporter is properly licensed and registered to do so. This prohibition includes, without limitation, the transportation

4.1.f. CVS shall not transport, or cause to be transported, any hazardous waste to an unauthorized location.

4.1.g. CVS shall not transport, or cause to be transported, any item that would be considered hazardous in California as part of its "reverse logistics" process to centralize the management of returned items at distribution centers owned by Defendant, unless pursuant to a contractual agreement expressly providing for the return of the item to the manufacturer of the manufacturer's designated agent, and unless the item is in sufficiently good condition that it may be donated, resold, reused, or recycled in a manner that does not constitute discard.

4.1.h. CVS shall lawfully and timely dispose of all accumulated hazardous waste from each CVS Facility at least one time during every ninety (90) day period; and shall timely cause to be prepared and filed with the DTSC a hazardous waste manifest for all hazardous waste that is transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination thereof; and shall timely notify the DTSC by filing an exception report concerning the treatment, storage, or disposal facility's failure to return any executed manifest.

4.1.i. CVS shall contact the transporter and/or the owner or operator of the designated facility which was to receive any hazardous waste to determine the status of the hazardous waste in the event of non-receipt of a copy of the manifest with the handwritten signature of the owner or operator of the designated facility within thirty-five (35) days of the date the waste was accepted by the initial transporter.

4.1.j. CVS shall not treat, store, dispose of, transport, or offer for transportation, any hazardous waste without having received and used a proper identification number from the U.S. Environmental Protection Agency or DTSC, for the originating facility.

4.1.k. CVS shall maintain a program for the lawful storage, handling and accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that are in leaking containers.

4.1.l. CVS shall maintain properly designated and designed hazardous waste storage areas, which include the segregation of hazardous wastes, and shall conduct weekly inspection of hazardous waste storage areas, at each CVS Facility.

4.1.m. CVS shall comply with all employee training obligations pertaining to the handling of hazardous waste, including, but not limited to, the requirement to maintain for a period of three (3) years, all training documentation for each employee involved in hazardous waste handling at any CVS Facility. In addition, CVS shall establish and maintain an

employee training plan designed to enhance employee awareness of any regulatory or statutory changes in environmental compliance requirements and of any corresponding changes in Defendant's environmental compliance program(s).

4.1.n. CVS shall have in place at all times a hazardous waste contingency plan and emergency procedures for each CVS Facility.

4.1.o. CVS shall, at each CVS Facility, continuously implement, maintain, and submit to the respective administering agency a complete hazardous materials business plan. Each hazardous materials business plan shall include procedures for emergency response to a release or threatened release of hazardous materials. Such plan shall also include an employee training program.

4.1.p. CVS shall immediately report any release or threatened release of reportable quantity of any hazardous material from any CVS Facility into the environment.

4.1.q. CVS shall properly manage, mark, and store universal waste.

4.1.r. CVS shall keep a record of each shipment of universal waste received at any CVS Facility.

4.1.s. CVS shall comply with the California Medical Waste Management Act.

4.1.t. CVS shall not knowingly cause to be deposited, without the permission of the owner, any hazardous substance upon the land of another.

If you have any questions, please feel free to call me at 323-890-4042 or email me at [bill.jones@fire.lacounty.gov](mailto:bill.jones@fire.lacounty.gov).

WJ:lc

c. Enforcement Steering Committee  
Disney