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January 3, 2017

TO: ALL UNIFIED PROGRAM AGENCIES

FROM: BILL JONES, INSPECTION & ENFORCEMENT ISSUE COORDINATOR ^{SENT VIA EMAIL}

O'REILLY AUTO ENTERPRISES, LLC, INJUNCTION PROVISIONS

This is to summarize (stipulated) injunctive provisions in the O'Reilly Auto Enterprises, LLC (O'Reilly Automotive Inc.; O'Reilly Automotive Stores, Inc.; and Ozark Automotive Distributors, Inc.), statewide judgment dated November 30, 2016. This communique is to provide Unified Program Agencies (UPAs) with injunctive provisions to compare with any future potential violations.

This is also to provide clear direction on what to do if future violations occur and where this information should be sent. For those jurisdictions that have active involvement by a local prosecutor, this is the 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 Assistant Chief Deputy District Attorney (DA) David J. Irely, Office of the DA of Yolo County at david.irely@yolocounty.gov or Deputy DA Kenneth Mifsud, Assistant DA, Alameda County DA at ken.mifsud@acgov.org.

What follows is a summary of the injunction provisions. For more detailed information, you are directed to the final court document referenced below (numbered as in the Final Judgement).

O'REILLY AUTO ENTERPRISES, LLC et. al., Injunction Provisions (ref. Case No. RG15838247, Stipulation for Entry of Final Judgment and Permanent Injunction dated 11/30/2016).

Defendants O'Reilly Auto Enterprises, LLC (O'Reilly Automotive Inc.; O'Reilly Automotive Stores, Inc.; and Ozark Automotive Distributors, Inc.), shall comply with:

California Health and Safety Code (H&SC):

Chapters 6.5 (§25100-§25258.2): Hazardous Waste Control Law

Chapter 6.95 (§25500-§25519): Hazardous Materials Release Response Plans and Inventory

Additional injunctive provisions are summarized below. O'Reilly shall comply with each of the following provisions at all California O'Reilly facilities:

Mandatory Injunctive Provisions

4.1.a. O'Reilly shall establish and follow procedures for the management of all containers previously used to contain used oil and containers of other compatible fluids as empty containers, in accordance with Title 22, California Code of Regulations (CCR) §66261.7, and manage such containers in accordance with all applicable laws and regulations.

4.1.b. To the extent reasonably feasible, O'Reilly shall secure trash bins, front-loader dumpsters, dumpsters, roll-off boxes, and any other receptacles, the contents of which are picked up by commercial or municipal trash haulers for transport to municipal landfills or other disposal areas, which are capable of being locked, with a locked lid or other exclusion device so as to discourage the unauthorized addition of any waste regulated under H&SC Chapter 6.5. The Parties acknowledge that it may not be feasible to secure all such receptacles, for example, but without limitation, where O'Reilly does not have exclusive use or control of such receptacles, or where local trash haulers will not pick up from locked receptacles.

4.1.c. O'Reilly shall conduct, on an annual basis, independent third-party audits of dumpsters at ten (10) percent of the California O'Reilly Facilities to evaluate its ongoing compliance with the requirements of the Final Judgment, in accordance with the terms of Exhibit D.

Specific Injunctive Provisions

O'Reilly is hereby prohibited from violating California law as follows:

4.2.a. Disposing or causing the disposal of any hazardous waste, at a point not authorized, according to the provisions of H&SC Chapter 6.5 §25189, including, without limitation, to any front-loader dumpster, trash compactor, dumpster, roll-off bin, drain, sink, or toilet, or onto the surface or subsurface of the ground at any unauthorized location in California, or at a landfill or transfer station in California not authorized to receive hazardous waste.

4.2.b. Failing to determine whether each item or product returned by a customer is a waste, and if so, whether it is a Title 27 hazardous waste", as required by CCR Title 22, §66262.11 [Hazardous waste determination].

4.2.c. Failing to determine whether each item of waste generated or otherwise located at that facility as a result of a spill, customer return, or other customer activity, container breakage, or other means, is a "hazardous waste", as required by CCR Title 22, §66262.11.

4.2.d. Failing to manage every item of hazardous waste identified, pursuant to paragraphs 4.2.b. and 4.2.c, as required by H&SC Chapter 6.5 S, and its implementing regulations in CCR Title 22.

4.2.e. Transporting, transferring custody of, or causing to be transported in California, any hazardous waste, unless the transporter is properly licensed and registered to transport hazardous waste as required by H&SC §25163. This prohibition includes, without limitation, the transportation of any hazardous waste by a person that is not properly licensed and registered to transport hazardous waste on a tractor and/or trailer or any other vehicle owned or operated by O'Reilly, unless otherwise permitted by H&SC §25163.

4.2.f. Transporting, or causing to be transported, any hazardous waste to an unauthorized location in California, as required by H&SC §25189.5.

4.2.g. Failing to lawfully and timely dispose of all accumulated hazardous waste as required by CCR Title 22, §66262.34 [Accumulation Time]; or failing to 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, as required by H&SC §25160(b)(3) and CCR Title 22, §66262.23 [Use of the Manifest]; or failing to timely notify the DTSC by filing an exception report concerning the treatment, storage, or disposal facility's failure to return any executed 2 manifest, as required by H&SC §25160(b)(3).

4.2.h. Failing to 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 as required by CCR Title 22 §66262.42.

4.2.i. Treating, storing, disposing of, transporting, or offering 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 as required by CCR Title 22 §66262.12, subdivision (a) [Identification Numbers for the Generator).

4.2.j. Failing to 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 as required by H&SC §25123.3 and CCR Title 22, §66262.34 [Accumulation Time], §66265.173 [Management of Containers] and §66265.177 [Special Requirements for Incompatible Wastes].

4.2.k. Failing to maintain properly designated and designed hazardous waste storage areas, which include the segregation of hazardous wastes, or failing to conduct inspections of hazardous waste storage areas as required by CCR Title 22, §66262.34 and §66265.174 [Inspections (weekly)].

4.2.l. Failing to comply with employee-training obligations required by CCR Title 22, §66265.16 [Personal Training] pertaining to the management of hazardous waste.

4.2.m. Failing to immediately report any release or threatened release of a reportable quantity of any hazardous material into the environment as required by H&SC §25501, §25507 and/or §25510.

4.2.n. Failing to continuously implement, maintain, and submit to the responsible "UPA" (as defined in H&SC §25501), a complete hazardous materials business plan, as required by H&SC §25507 and CCR Title 19, §2650 [Minimum 11 Standards for Business Plans]. Each hazardous materials business plan shall include procedures for emergency response to a release or threatened release of hazardous materials as required by H&SC §25505 and §25507. Such plan shall also include an employee-training program that meets the requirements of H&SC §25505 subdivision (a)(4), and CCR Title 19, §2659 [Training].

4.2.o. Failing to properly manage, mark, and store universal waste at each California O'Reilly Facility in compliance with the standards for universal waste management found in CCR Title 22, §66273.33 (Universal Waste Management Requirements for Batteries, Lamps, and Mercury-Containing Equipment] through §66273.36. [Personnel Training). In the alternative, O'Reilly shall manage such waste as hazardous waste, as required by H&SC Chapter 6.5, and its implementing regulations in the CCR Title 22, including but not limited to, §66262.34.

4.2.p. Failing to keep a record of each shipment of universal waste as required by CCR Title 22 §66273.39.

4.2.q. Failing to comply with the requirements for the transportation of hazardous materials in California as required under Vehicle Code §32001 (a)-(e).

4.2.r. Failing to take all reasonable steps to dispose, or arrange for the disposal, of customer records generated as a result of O'Reilly's business operations in California within its custody or control containing personal information, as required by Civil Code §798.81.

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

WJ:lj