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VENTURA
SUPERIOR COURT
FILED

JUN 06 2019
MICHAEL D. PLANET
Executive Officer and Clerk
BY:  Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA

THE PEOPLE OF THE STATE OF CALIFORNIA,)	COURT NO. 2015023881
)	
Plaintiff,)	
vs.)	DISPOSITION STATEMENT
)	
SANTA CLARA WASTE WATER COMPANY,)	
)	
Defendant.)	
_____)	

I.

PLEA

A. ENTRY OF PLEA:

The defendant, Santa Clara Waste Water Company, now enters a plea of NOLO CONTENDERE (NO CONTEST) to the following counts alleged in the Consolidated Indictment filed with this Court on March 13, 2019:

Count 2: On or about July 1, 2014, through January 18, 2015, in the above named Judicial District, the crime of CONSPIRACY TO COMMIT A CRIME, in violation of Penal Code 182(a)(1), a Felony, was committed by GREEN COMPASS ENVIRONMENTAL SOLUTIONS, LLC, and SANTA CLARA WASTE WATER COMPANY, who did unlawfully conspire together and with another person and persons whose identity is unknown to commit the crime of Impeding Enforcement By CUPA Official(s), to wit: Ventura County Environmental Health Department, Environmental Health Specialist(s), by storing chemicals at 600 South Palm Avenue, Santa Paula, California, in violation of section 25515.4 of the Health and Safety Code, and in furtherance of the conspiracy, the said defendant(s) and co-conspirators committed the following overt acts in the county of Ventura.

Count 3: On or about August 24, 2014, through November 18, 2014, in the above named Judicial District, the crime of KNOWING FAILURE TO WARN OF SERIOUS CONCEALED DANGER, to wit: sodium chlorite located at 815 Mission Rock Road, Santa Paula, California, in violation of Penal Code 387(a), a Felony, was committed by GREEN COMPASS ENVIRONMENTAL SOLUTIONS, LLC, and SANTA CLARA WASTE WATER COMPANY, who is a corporation, limited liability company, and person who is a manager with respect to a product, facility, equipment, process, place of employment and business practice, had actual knowledge of a serious concealed danger associated with that product, a component of that product, and business practice that is subject to the regulatory authority of an appropriate agency, to wit; knowingly failed within 15 days of acquiring actual knowledge of the danger to notify, in writing, the Division of Occupational Safety and Health in the Department of Industrial Relations of the serious concealed danger, and warn its affected employees in writing of the serious concealed danger.

Count 30: On or about May 12, 2014, in the above named Judicial District, the crime of FILE FALSE OR FORGED INSTRUMENT, to wit: falsified BOD, COD, sulfide dissolved and pH data on CAPCO analytical results with a sample date of April 23, 2014, in violation of Penal Code 115(a), a Felony, was committed by GREEN COMPASS ENVIRONMENTAL SOLUTIONS, LLC, and SANTA CLARA WASTE WATER COMPANY, who did unlawfully and knowingly procure and offer a false and forged instrument to be filed, registered, and recorded in a public office within this state, which instrument, if genuine, might be filed, registered, and recorded under a law of this state or the United States.

Count 34: On or about November 18, 2014, in the above named Judicial District, the crime of DISSUADING A WITNESS FROM REPORTING A CRIME, in violation of Penal Code 136.1(b)(1), a Felony, was committed by GREEN COMPASS ENVIRONMENTAL SOLUTIONS, LLC, and SANTA CLARA WASTE WATER COMPANY, who did unlawfully attempt to prevent and dissuade Santa Clara Waste Water Company Employee Michael Grindrod, a victim and witness of a crime from making a report of such victimization to a peace officer, state and local law enforcement officer, probation, parole, and correctional officer, prosecuting agency, and judge.

Count 65: On or about November 5, 2014, in the above named Judicial District, the crime of INTERFERENCE WITH ENFORCEMENT, in violation of Health and Safety Code 25515.4, a Misdemeanor, was committed by GREEN COMPASS ENVIRONMENTAL SOLUTIONS, LLC, and SANTA CLARA WASTE WATER COMPANY, who did willfully prevent, interfere with, and attempt to impede the enforcement by any authorized representative of a unified program agency of Article 1 of Chapter 6.95 of the California Health and Safety Code, to wit: Ventura County Environmental Health Department Environmental Health Specialist(s).

Count 71: On or about July 5, 2013, through December 9, 2015, in the above named Judicial District, the crime of FAIL TO UPDATE BUSINESS PLAN WITHIN THIRTY (30) DAYS, in violation of Health and Safety Code 25515.1, a Misdemeanor, was committed by GREEN COMPASS ENVIRONMENTAL SOLUTIONS, LLC, and SANTA CLARA WASTE WATER COMPANY, who being a business subject to Article 1 of Chapter 6.95 of Division 20 of the Health and Safety Code, knowingly failed after reasonable notice to update a business plan within 30 days of handling of a previously undisclosed hazardous material, to wit: sodium hydroxide, aka Saxon 10-81, aka Petromax, a caustic base with a pH of equal to or greater than 12.5; and acids with a pH of 2.0, contained within a Conex box located at 815 Mission Rock Road Santa Paula, California, subject to the inventory requirements within the meaning of Health and Safety Code section 25508.1(b).

Count 72: On or about July 5, 2013, through December 9, 2015, in the above named Judicial District, the crime of FAILURE TO UPDATE HAZARDOUS MATERIALS INVENTORY, in violation of Health and Safety Code 25515.1, a Misdemeanor, was committed by SANTA CLARA WASTE WATER COMPANY and GREEN COMPASS ENVIRONMENTAL SOLUTIONS LLC, who did knowingly fail, after reasonable notice, to electronically update the hazardous materials inventory information submitted to the statewide information management system within 30 days of a 100 percent or more increase in the quantity of a previously disclosed material, to wit: sodium hydroxide, aka Saxon 10-81, aka Petromax, a caustic base with a pH of equal to or greater than 12.5, in accordance with the requirements of section 25508.1(a) of the California Health and Safety Code.

Count 75: On or about March 3, 2015, in the above named Judicial District, the crime of SUBMISSION OF FALSE STATEMENTS, in violation of Health and Safety Code 25191(b)(1), a Misdemeanor, was committed by SANTA CLARA WASTE WATER COMPANY and GREEN COMPASS ENVIRONMENTAL SOLUTIONS LLC, who did knowingly make a false statement or representation in an application, label, manifest, record, report, permit, notice to comply or other document filed, maintained or used for the purpose of complying with this chapter, to wit: false and incomplete report to the California Environmental Reporting System (CERS) on or about March 3, 2015 that failed to report the presence of sodium hydroxide, aka Saxon 10-81, aka Petromax contained within a Conex box located at 815 Mission Rock Road Santa Paula, California.

The remaining counts will be dismissed after the defendant is sentenced.

B. NOLO CONTENDERE PLEA (Defendant to initial, if applicable)

SK I understand that for all relevant purposes, Santa Clara Waste Water Company's plea of nolo contendere (no contest) has the same effect as a guilty plea, constitutes a conviction, and empowers the court to sentence Santa Clara Waste Water Company as though it had pleaded guilty.

C. FACTUAL BASIS FOR PLEA (Defendant to initial)

SK I understand that the court is required pursuant to Penal Code section 1192.3 to find a factual basis for Santa Clara Waste Water Company's plea to ensure that it is entering a plea to the proper offense(s) under the facts of the case. I agree that the court may consider the following as evidence of the factual basis for Santa Clara Waste Water Company's plea:

- ☒ Grand Jury hearing transcripts in case numbers 2015023881 and 2016009142.
- ☐ Police reports, memorandums of interviews by Ventura County District Attorney Investigators.
- ☒ Probation report (if applicable) written by the Ventura County Probation Department.

D. CONSEQUENCES OF PLEAS BY DEFENDANT - ALL CASES
(Defendant to initial)

SK Santa Clara Waste Water Company's attorney has explained to me the direct and indirect consequences of this plea, including the maximum possible sentence. I understand that the following consequences could result from Santa Clara Waste Water Company's plea:

SK Santa Clara Waste Water Company will be ordered to pay a court security fee of \$40. (Pen. Code, § 1465.8.)

SK Santa Clara Waste Water Company will be ordered to pay a court facilities fee of \$30 for each convicted count. (Gov. Code, § 70373.)

SK Santa Clara Waste Water Company will be ordered to pay a mandatory minimum fee of \$2,000 pursuant to Health and Safety Code section 25191(a) as to Count 75, Health and Safety Code section 25191(b)(1).

SK Santa Clara Waste Water Company may also be ordered to pay the following fees associated with its plea to:

- ☐ Count 2: Pen. Code, § 182/H&S § 25515.4 – up to \$10,000 (Pen. Code, § 182)
- ☐ Count 3: Pen. Code, § 387(a) – up to \$1,000,000 (Pen. Code, § 387)
- ☐ Count 30: Pen. Code, § 115 – up to \$10,000 (Pen. Code, § 672)

- ☐ Count 34: Pen. Code § 136.1 – up to \$10,000 (Pen. Code, § 672)
- ☐ Count 65: Health & Saf. Code, § 25515.4 – up to \$1,000 (Pen. Code, § 672)
- ☐ Count 71: Health & Saf. Code, § 25515.1 – up to \$1,000 (Pen. Code, § 672)
- ☐ Count 72: Health & Saf. Code, § 25515.1 – up to \$1,000 (Pen. Code, § 672)

SC Santa Clara Waste Water Company may be ordered to pay an additional fine of up to:

- ☐ A penalty assessment of \$27 will be levied for every \$10, or fraction thereof, in fines imposed. (Pen. Code, §§ 1464, Gov. Code, §§ 70372, 76000, 76104.6, 76104.7.)
- ☐ A state surcharge of 20 percent of the base fine. (Pen. Code, § 1465.7.)

E. OTHER CONSEQUENCES OF PLEAS BY DEFENDANT
(Defendant to initial, if applicable)

SC Corporate defendants Santa Clara Waste Water Company and Green Compass Environmental Solutions, LLC will be ordered to pay restitution to the victims in this case as identified by the Ventura County District Attorney's Office and Attorney General of California. I understand and agree that the amount of restitution Santa Clara Waste Water Company and Green Compass Environmental Solutions, LLC owes in this case will be set at \$2,797,621.35 ("Restitution") as previously agreed by counsel for corporate defendants Santa Clara Waste Water Company and Green Compass Environmental Solutions, LLC and the People of the State of California represented by the Ventura County District Attorney's Office and California Attorney General ("Parties"). The amount of restitution in this case, \$2,797,621.35, represents the remaining balance of restitution owed to victims by defendants Santa Clara Waste Water Company and Green Compass Environmental Solutions, LLC after offset(s) of \$800,000 in restitution previously paid by convicted co-defendants in the case; namely \$350,000 paid by co-defendant Douglas Edwards on April 14, 2017, \$350,000 paid by co-defendant William Mitzel on July 25, 2017 and, \$100,000 paid by co-defendant Charles Mundy on February, 2, 2018.

SC Corporate defendants Santa Clara Waste Water Company and Green Compass Environmental Solutions, LLC will tender one cashier's check payable to the Ventura County District Attorney's Office in the amount of \$150,000 as partial restitution ("Initial Restitution Sum") owed in this case within thirty (30) days following the Court's approval of the Settlement Agreement described in Paragraph below and the entry of their no contest plea(s).

SC Corporate defendants Santa Clara Waste Water Company and Green Compass Environmental Solutions, LLC acknowledge and agree that the balance of victim restitution in the amount of \$2,647,621.35 ("Additional Restitution Sum") will become due and payable within thirty (30) business days after the following operating permits are issued to SCWW or Ri-Nu Services, LLC, their related or affiliated entities and/or any

agent or contractor of either of them for the waste water treatment plant currently located at 815 Mission Rock Road Santa Paula, California 93060:

1. A Unified Program Permit issued by The Certified Unified Program Agency (CUPA), Ventura County Environmental Health Division; issue a unified program permit;
2. A Waste Water Discharge Permit issued by the City of Oxnard Source Control Division; and
3. Any other permits, licenses, approvals, consents, clearances and the like, such that following the issuance of such permits, licenses, approvals, consents, and clearances, SCWW or Ri-Nu Services, LLC, their related or affiliated entities and/or any agent or contractor of either of them will be able re-open and fully operate such waste water treatment facility, located at 815 Mission Rock Road, Santa Paula, California, as a nonhazardous waste water treatment facility, as SCWW was permitted to operate prior to the November 18, 2014 explosion; it being expressly understood and agreed that the issuance of such permits, licenses, approvals, consents, and clearances is a condition precedent to the obligation to make payment of the balance of such victim restitution amount.

JK Corporate defendants Santa Clara Waste Water Company and Green Compass Environmental Solutions, LLC further acknowledge and agree to secure both the Initial and Additional Restitution Sums described herein by the recording of a secured lien, namely an Assignment of Deed of Trust recorded on June 5, 2019 at the Ventura County Recorder's Office under Document No. 20190605-00062168-0 1/13, on the real property located at 815 Mission Rock Road Santa Paula, CA 93060 prior to their respective no contest pleas being entered in this case. Corporate defendants Santa Clara Waste Water and Green Compass Environmental Solutions, LLC further understand and agree that the Ventura County District Attorney may (a) accelerate the full amount of the Restitution due hereunder, free of any conditions precedent, and foreclose on this secured lien should corporate defendants Santa Clara Waste Water and Green Compass Environmental Solutions, LLC fail to pay the Initial Restitution Sum (\$150,000) within thirty (30) days of the entry of their pleas, or (b) foreclose on this secured lien should corporate defendants Santa Clara Waste Water and Green Compass Environmental Solutions, LLC fail to pay the Additional Restitution Sum (\$2,647,621.35) within thirty (30) business days from the issuance of the operating permits as described above.

F. WAIVER OF CONSTITUTIONAL RIGHTS (Defendant to initial)

JK Santa Clara Waste Water Company's attorney has explained to me, and I understand, that this plea will result in Santa Clara Waste Water Company's conviction and that Santa Clara Waste Water Company is therefore waiving (giving up) various constitutional rights; including but not limited to the following:

- JK 1. The right to have every charge and allegation against Santa Clara Waste Water Company determined by a jury of 12 persons;

- JK 2. The right to confront and, through Santa Clara Waste Water Company's attorney, cross-examine each witness called by the prosecution at the trial to prove Santa Clara Waste Water Company's guilt;

G. HARVEY WAIVER (Defendant to initial)

JK The court may consider the entire factual background of the case, including any dismissed charges or allegations when ordering restitution. (*People v. Harvey*, (1979) 25 Cal.3d 754, 159 Cal. Rptr. 696).

H. WAIVER OF APPEAL (Defendant to initial, if applicable)

JK I understand that unless Santa Clara Waste Water Company gives up the right to appeal, the law would permit it to appeal to a higher court following its plea of guilty or no contest in order to raise reasonable constitutional, jurisdictional, or other grounds going to the legality of the proceedings, or to challenge a search or seizure ruling made in a motion to suppress evidence. Provided that the Court impose(s) a sentence consistent with this disposition, Santa Clara Waste Water Company now waives and gives up its right to appeal in this case, specifically case number 2015023881. (*People v. Olson* (1989) 216 Cal.App.3d 601.)

I. VOLUNTARINESS OF PLEA AND ADMISSIONS (Defendant to initial)

JK Santa Clara Waste Water Company is entering this plea and these admissions freely and voluntarily and not as the result of any force, pressure, threats or coercion brought against Santa Clara Waste Water Company; further, no commitments have been made to Santa Clara Waste Water Company or its attorney other than those that appear on this form, and as set forth in the Settlement Agreement and Agreement and Collateral Assignment of Promissory Note and Deed of Trust, which are being executed in connection with and as a part of Santa Clara Waste Water Company's agreement to this Disposition Statement.

II.

DEFENDANT'S AND DEFENSE ATTORNEY'S REPRESENTATION

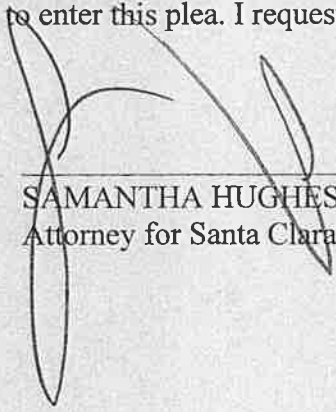
I have discussed with Santa Clara Waste Water Company's attorney the facts of the case, the elements of the charged offenses and allegations, and all possible defenses which Santa Clara Waste Water Company might have. I have read and understand this form. I have discussed with Santa Clara Waste Water Company's attorney and understand the consequences of this plea and Santa Clara Waste Water Company's constitutional rights to the extent consistent with this agreement. Santa Clara Waste Water Company waives (gives up) the above-mentioned constitutional rights. I request that the court accept Santa Clara Waste Water Company's plea(s) of nolo contendere.

DATED: 6/6/2019


George Flack, Chief Financial Officer
SANTA CLARA WASTE WATER COMPANY

I am an attorney duly licensed to practice in California and am counsel to the defendant in this matter. I have explained to the defendant all of its constitutional rights. I am satisfied the defendant understands them and also understands that by entering this plea it is giving up each of them. I have discussed with the defendant the facts of the case, the elements of the charged offenses and allegations, and all possible defenses. I have explained the direct and indirect consequences of this plea to the defendant and am satisfied it understands them. I am satisfied the defendant is voluntarily and of its own free will seeking to enter this plea. I request the court accept this plea.

DATED: 6/6/2019


SAMANTHA HUGHES
Attorney for Santa Clara Waste Water Company

III.

DISTRICT ATTORNEY

A. SUMMARY OF DISTRICT ATTORNEY'S REASON FOR DISMISSAL OR AMENDMENT (Deputy District Attorney to initial)

KY/DE

The defendant is entering pleas to sufficient counts to give the court adequate discretion to impose an appropriate sentence.

B. DISTRICT ATTORNEY'S POSITION ON SENTENCE AND PROBATION TERMS (Deputy District Attorney to initial)

KY/DE

Probation where defendant is not eligible for state prison: The defendant shall be placed on thirty-six (36) months of formal probation under appropriate terms and conditions as determined by the Sentencing Court.

These terms and conditions must include the following restrictions on any business or employment activities by defendant Santa Clara Waste Water Company within Ventura County during the 36-month term of probation:

1. Defendant shall not engage in any business or activity in Ventura County where it exercises management and/or supervisory authority and responsibility for any aspect of employee occupational safety and health training and/or programs involving personal protection standards. This shall include methods of monitoring and analyzing worker safety to chemical exposures in the workplace. (Division of Occupational Safety and Health in the Department of Industrial Relations, CCR, Title 8, Sections 5164 & 5194 "Hazard Communication," and Code of Federal Regulations, Title 29, 1910.120.)
2. Defendant shall not engage in any business or activity in Ventura County where it is responsible to file, certify, register, sign or report any record in a public office or with any local or state regulatory agency for the purpose of certifying accuracy and completeness of documentation as it pertains to meeting regulatory compliance standards. This shall include shipping documents, such as bill of lading, consolidated and uniform hazardous waste manifests. (California Hazardous Waste Control Law - H&SC, Chapter 6.5, & Environmental Standards for the Management of Hazardous Waste - 22CCR, Division 4.5, & Hazardous Materials Response Plans and Inventory Program - H&SC, Chapter 6.95, Division 20.)
3. Defendant shall not engage in any business or activity in Ventura County where it is responsible to implement a Hazardous Materials Response Plans and Inventory program to include emergency response plans and procedures and reporting of hazardous materials and hazardous waste to the Statewide Information Management System. (Hazardous Materials Response Plans and Inventory Program - H&SC, Chapter 6.95, Division 20.)
4. Defendant shall not engage in any business or activity in Ventura County where it is required to collect samples from waste streams for the purpose of waste

classification and/or the transportation of said samples to the laboratory for analysis. This shall include the review, interpretation and submittal of analytical data for the purpose of demonstrating compliance with any local, state and federal permits and environmental laws. (California Hazardous Waste Control Law - H&SC, Chapter 6.5, & Environmental Standards for the Management of Hazardous Waste - 22CCR, Division 4.5.)

5. Defendant shall not engage in any business or activity in Ventura County requiring it manage or supervise personnel whose duties include the handling of hazardous waste, to include; waste determination, storage accumulation, labeling, transportation and disposal. (California Hazardous Waste Control Law - H&SC, Chapter 6.5, & Environmental Standards for the Management of Hazardous Waste - 22CCR, Division 4.5.)
6. Defendant shall not engage in any business or activity in Ventura County where it is responsible for establishing compliance with the issuance of an Industrial Wastewater Discharge Permit from any regulatory agency and/or publicly owned treatment works where the monitoring of such discharges involving pretreatment standards, best management practices and reporting. (Porter-Cologne Water Quality Control Act – Water Code Division 7 & 33 U.S.C, §1251 et seq. & 40 CFR Part 122 & Municipal Codes.)
7. Defendant shall not engage in any business or activity in Ventura County involving the transportation of hazardous waste requiring the completion of a manifest and a license hazardous waste hauler registered with the California Highway Patrol or the Department of Toxic Substance Control. (California Hazardous Waste Control Law - H&SC, Chapter 6.5, & Environmental Standards for the Management of Hazardous Waste - 22CCR, Division 4.5)
8. Defendant shall not engage in any business or activity in Ventura County that requires interaction with any local, state, or federal regulatory agency representative for the purposes of onsite compliance inspections or providing consent to conduct the inspection. (California Hazardous Waste Control Law - H&SC, Chapter 6.5, & Environmental Standards for the Management of Hazardous Waste - 22CCR, Division 4.5.)

C. SUMMARY OF DISTRICT ATTORNEY'S REASON FOR SENTENCE
(Deputy District Attorney to initial)

_____ The defendant has no prior criminal record.

_____ The severity and frequency of the defendant's prior criminal record is not serious.

KY/DK. The need for an adequate period of probation supervision to protect society and to deter the defendant from reoffending.

KY/DK. The availability of opportunities and mechanisms to obtain restitution.


D. DISTRICT ATTORNEY'S AND ATTORNEY GENERAL'S STATEMENT
(Deputy District Attorney to initial)

KV/D.A. With the exception of any commitments made to the defendant by the court, the District Attorney, County of Ventura, and Attorney General of California, agree(s) to the terms of this disposition and requests the Court accept it and order this statement filed.

_____ The District Attorney objects to the terms of this disposition as being ☐ an unlawful plea bargain ☐ unduly lenient (check one or both, if applicable) and requests the court to set or confirm the trial date for the counts and/or allegations not covered by such disposition.


GREGORY D. TOTTEN, District Attorney
County of Ventura, State of California

DATED: June 4, 2019 _____

By  _____
DOMINIC KARDUM
Senior Deputy District Attorney

XAVIER BECERRA
Attorney General of California

DATED: June 6, 2019 _____

By  _____
KRISTOPHER YOUNG
Deputy Attorney General

IV.

THE COURT

A. COURT'S POSITION ON SENTENCE AND PROBATION:
(Judge to initial)

_____ The court makes no commitments; any authorized sentence may be imposed.

_____ The court makes the following statements concerning sentencing:

_____ Probation where defendant is not eligible for state prison: The defendant will be placed on probation, which may include up to one year in jail as a condition of probation.

____ The Court, having conferred this case in chambers with the People and Counsel for the defendant Santa Clara Waste Water Company, and upon reviewing this Disposition Statement, accepts this plea agreement and plea(s) of the defendant and the plea(s) will be entered immediately.

B. FINDINGS AND ORDERS OF THIS COURT

The court finds that:

1. Defendant, by and through its authorized representative Chief Financial Officer George Flack, and its attorney appeared in open court and the defendant entered its plea(s).
2. Defendant, by and through its authorized representative Chief Financial Officer George Flack, understands the nature of the charge(s) and the consequences of its plea(s)).
3. Defendant, by and through its authorized representative Chief Financial Officer George Flack, has knowingly, intelligently, and understandingly waived its rights as set forth above.
4. Defendant's waivers of its rights, and its plea(s) and admission(s), by and through its authorized representative Chief Financial Officer George Flack, are free and voluntary.
5. There is a factual basis for the plea.
6. Counsel for the defendant Santa Clara Waste Water Company joins in the plea and recommendation of the sentence.

IT IS ORDERED THAT:

1. Defendant's plea(s) and admission(s) are accepted.
2. The clerk file this document and incorporate it in the minutes of this case.

DATED: 6/6/19

By 

PATRICIA M. MURPHY
Superior Court, County of Ventura

The defendant's plea is accepted conditionally, pursuant to Penal Code section 1192.3, and I have advised the defendant that my approval of this plea is not binding, that at the probation and sentencing hearing I may withdraw my approval, and that if I do, the defendant may withdraw its plea if it desires to do so.

DATED: _____

By _____
PATRICIA M. MURPHY
Superior Court, County of Ventura