

**FILED**  
Yolo Superior Court  
November 12, 2024  
JDuran

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9  
10 SUPERIOR COURT OF CALIFORNIA  
11 COUNTY OF YOLO

12 THE PEOPLE OF THE STATE OF CALIFORNIA, )

Case No. CV2024-2576

13 Plaintiff, )

~~PROPOSED~~ FINAL JUDGMENT  
AND PERMANENT INJUNCTION  
PURSUANT TO STIPULATION

14 v. )

15 GREEN ZONE RECYCLING, INC., a California )  
corporation; and DOES 1-10, inclusive, )

16 )  
17 Defendants. )  
18 )  
19 )  
20 )

21 Plaintiff, the People of the State of California (hereafter “the People”) and Defendant GREEN  
22 ZONE RECYCLING, INC., a California corporation, (hereafter “Defendant”) have stipulated and  
23 agreed that this Final Judgment, attached as Exhibit 1 to the Parties’ Stipulation for Entry of Final  
24 Judgment and Permanent Injunction (hereafter “Stipulation”), be entered in the above-entitled matter.  
25 Having considered the pleadings and good cause appearing, the Court **HEREBY ORDERS,**  
26 **ADJUDGES, AND DECREES** as follows:

27 1. The Parties have voluntarily entered into the Stipulation consenting to the entry of this  
28 Final Judgment and have generally appeared before the Superior Court of California, County of

1 Yolo.

2 2. Based on the Parties' consent and said general appearances, this Court has subject  
3 matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to  
4 this Final Judgment.

5 3. The Court finds this Final Judgment to be a fair and reasonable resolution of the  
6 matters alleged in the Complaint and is in the best interest of the public.

7 4. The right to appeal is hereby waived.

8 **1. DEFINITIONS**

9 Except where otherwise expressly defined in this Final Judgment, all terms shall be  
10 interpreted consistent with the Hazardous Waste Control Law (Chapter 6.5 of the Health and Safety  
11 Code); Health and Safety Code Chapter 6.5 (Hazardous Materials Release Response Plans and  
12 Inventory); the Regulation for the Management of High-Global Warming Potential Refrigerants for  
13 Stationary Sources (RMP Regulation) (Cal. Code Regs., tit. 17, § 95380, et seq.); the Unfair  
14 Competition Law (Bus. & Prof. Code, § 17200 et seq.); the rules and regulations promulgated under  
15 each of these sections; and all other relevant federal, state, and local environmental laws.

16 **1.1 Special Definitions**

17 The following special definition/s additionally apply to this Final Judgment:

18 1.1.a. "Yolo Facility" means Defendant's current place of business at 225 Industrial  
19 Way, Suite C, in Woodland, California, within Yolo County;

20 1.1.b. "Included Facilities" means any additional facility/ies conducting business  
21 activities related to metal recycling over which Defendant assumes ownership, management, and/or  
22 authority and control subsequent to the Effective Date of the Final Judgment; and

23 1.1.c. The "Yolo Facility" and "Included Facilities" shall hereafter be jointly referred  
24 to as Defendant's "California Facilities."

25 **2. APPLICABILITY**

26 Subject to the Court's equitable powers, this Final Judgment is applicable to Defendant and  
27 all persons, partnerships, corporations, and other agents or entities acting under, by, through, on  
28 behalf of, or in concert with Defendant with actual or constructive knowledge of this Final Judgment,

1 including any of Defendant’s respective successors-in-interest or assignees.

2 **3. INJUNCTIVE RELIEF**

3 **3.1. General Injunctive Provisions**

4 Pursuant to Business and Professions Code section 17203, Defendant is permanently enjoined  
5 from violating all applicable provisions of the Hazardous Waste Control Law; the Hazardous  
6 Materials Handling Law; the regulations promulgated under those chapters; and the RMP Regulation  
7 at any of its California Facilities. Notwithstanding any other provision in this Final Judgment,  
8 nothing in this Final Judgment shall relieve Defendant from prospectively complying with any and  
9 all applicable laws and regulations at its California Facilities.

10 **3.2. Specific Injunctive Provisions**

11 Pursuant to Health and Safety Code sections 25181, 25270.12, 25515.6, 41513, and Business  
12 and Professions Code section 17203, Defendant is enjoined, restrained, and prohibited from the  
13 following acts and/or omissions at its California Facilities:

14 3.2.a. Accepting for recycling or disposal any major appliance, or otherwise acting in  
15 the capacity of a Certified Appliance Recycler, without being a Certified Appliance Recycler, in  
16 violation of Health and Safety Code section 25211.4;

17 3.2.b. Removing from a major appliance any materials that require special handling  
18 (hereafter “MRSH”), in violation of Health and Safety Code section 25211.1;

19 3.2.c. Disposing or causing the disposal of hazardous waste at any point not  
20 authorized by law, in violation of Health and Safety Code sections 25189 and 25189.2;

21 3.2.d. Transporting or causing the transportation of hazardous waste to a point not  
22 authorized by law, in violation of Health and Safety Code section 25189.5(c);

23 3.2.e. Failing to manifest hazardous waste and to maintain manifests for three years,  
24 in violation of California Code of Regulations, title 22, section 66262.40;

25 3.2.f. Failing to properly close or label hazardous waste containers, in violation of  
26 California Code of Regulations, title 22, section 66262.16(b)(4);

27 3.2.g. Accumulating hazardous waste for more than one hundred eighty (180) days,  
28 and failing to track accumulation dates, in violation of California Code of Regulations, title 22,

1 sections 66262.16(b)(2) and (b)(4)(A)(5) and (b)(4)(A)(6);

2 3.2.h. Failing to establish, implement, or submit to the responsible Certified Unified  
3 Program Agency (hereafter “CUPA”), a hazardous materials business plan, in violation of Health and  
4 Safety Code sections 25505, 25507, and 25508, and California Code of Regulations, title 19, section  
5 5030.2;

6 3.2.i. Failing to implement, maintain, and comply with an employee training  
7 program regarding hazardous materials that are within Defendant’s California Facilities, including  
8 new employee training and annual refresher training for all employees that handle, manage or  
9 interact with hazardous materials at Defendant’s California Facilities, as required by Health and  
10 Safety Code section 25505(a)(4) and California Code of Regulations, title 19, section 5030.10;

11 3.2.j. Failing to submit hazardous materials inventory forms to the relevant CUPA,  
12 as required under Health and Safety Code section 25504 and California Code of Regulations, title 19,  
13 section 5030.3;

14 3.2.k. Failing to report all hazardous materials inventory, as required by Health and  
15 Safety Code sections 25505 and 25506;

16 3.2.l. Accepting for recycling or disposal any appliance that could reasonably be  
17 expected to release refrigerant into the environment, in violation of California Code of Regulations,  
18 title 17, section 95380 et seq.; and

19 3.2.m. Intentionally disrupting, or directing any other person to disrupt, the  
20 refrigerant circuit of any appliance that could reasonably be expected to release refrigerant into the  
21 environment, in violation of California Code of Regulations, title 17, section 95390(a)(1).

22 **3.3. Enhanced Environmental Compliance Requirements at the Yolo Facility**

23 Pursuant to the provisions of Health and Safety Code sections 41513, 25181, and 25515 et  
24 seq., and Business and Professions Code section 17203, Defendant shall implement the following  
25 enhanced environmental compliance requirements at its Yolo Facility:

26 3.3.a. “Major Appliance” Notice to All Employees. Defendant shall provide written  
27 notice to all Yolo Facility employees that they are prohibited from accepting any major appliance (as  
28 defined in Pub. Res. Code, § 42166) for recycling, including a list of prohibited appliances.

1 3.3.a.1. Defendant shall maintain three (3) years' worth of documentation at  
2 the Yolo Facility identifying which employee/s were notified and the  
3 date on which each employee received written notification. Records  
4 shall be maintained in a manner that allows retrieval of the records  
5 from the Yolo Facility.

6 3.3.a.2. Defendant shall provide this written notification to each new  
7 employee no later than his/her first day of work as part of the  
8 onboarding process. All existing employees shall be re-notified in  
9 writing no later than one hundred eighty (180) calendar days from the  
10 Effective Date of this Final Judgment.

11 3.3.a.3. Defendant shall review records semi-annually to ensure this  
12 requirement is met.

13 3.3.a.4. Defendant shall promptly make all training records maintained for  
14 the Yolo Facility available upon request by any CUPA Inspector,  
15 peace officer, and/or agent/s of the Department of Justice, California  
16 Environmental Protection Agency (including the California Air  
17 Resources Board), or District Attorney.

18 3.3.b. Training. Defendant shall ensure that any employee who handles, manages, or  
19 otherwise directly interacts with hazardous materials or hazardous wastes at their Yolo Facility  
20 receives adequate training in an amount no less than four (4) hours on proper waste handling, waste  
21 disposal, spill response, spill notification, and emergency procedures within California, relevant to  
22 their responsibilities during normal facility operations and during emergencies.

23 3.3.b.1. For any training conducted in accordance with 3.3.b., Defendant shall  
24 maintain documentation at the Yolo Facility identifying which  
25 employees received training and the dates the employee received the  
26 training. Defendant shall maintain training documentation for a  
27 period of three (3) years from the date the training was conducted in  
28 a manner that allows retrieval of the records from the Yolo Facility.

1 3.3.b.2. Defendant shall require applicable new employees to participate in  
2 the training described in Paragraph 3.3.b no later than fifteen (15)  
3 days from their date of hire. All applicable existing employees shall  
4 be retrained on California compliance by participating in the training  
5 described in Paragraph 3.3.b no later than one hundred eighty (180)  
6 calendar days from the Effective Date of this Final Judgment.

7 3.3.b.3. Defendant shall review records semi-annually to ensure the  
8 requirement of Section 3.3.b.2 is met.

9 3.3.b.4. Upon reasonable notice, Defendant shall promptly make all training  
10 records maintained for the Yolo Facility available upon request by  
11 any CUPA Inspector, peace officer, and/or agent/s of the Department  
12 of Justice, California Environmental Protection Agency (including  
13 the California Air Resources Board), or District Attorney.

14 3.3.c. Environmental Compliance Supervisor/s. Defendant shall hire or designate an  
15 Environmental Compliance Supervisor, or multiple Environmental Compliance Supervisors, who  
16 shall be responsible for assuring hazardous waste, hazardous materials, and Title 22 compliance at  
17 the Yolo Facility. The HWCL Compliance Supervisor(s) shall each receive adequate training in an  
18 amount no less than eight (8) hours on hazardous waste and hazardous materials management,  
19 including the laws, rules, and regulations specific to California. Each Environmental Compliance  
20 Supervisor's responsibilities shall include, in part:

21 3.3.c.1. Reviewing the Yolo Facility's training records on a semi-annual  
22 basis to ensure that each employee has received the training required  
23 under California law and the terms of this Final Judgment;

24 3.3.c.2. Reviewing the Yolo Facility's written records on a semi-annual basis  
25 to ensure that each new and current employee has been instructed not  
26 to accept any major appliances for recycling at the Yolo Facility;

27 3.3.c.3. Annually submitting to the CUPA a complete and accurate hazardous  
28 materials business plan and chemical inventory;

1 3.3.c.4. Ensuring proper inspection of all containers of hazardous waste on a  
2 weekly basis to ensure they are in good condition, compatible with  
3 the wastes placed in them, and properly labeled with all required  
4 information (e.g., accumulation start date, waste characteristic, etc.);

5 3.3.c.5. Ensuring that the Yolo Facility retains sufficient written records on-  
6 site (e.g., manifests, consolidated manifests/bills of lading, household  
7 hazardous waste receipts, and metal recycling drop-off receipts) to  
8 prove it is lawfully disposing of all hazardous and/or universal waste  
9 streams; and

10 3.3.c.6. Taking any other action necessary to assure HWCL, hazardous  
11 materials, and Title 22 compliance at the Yolo Facility.

12 **4. WRITTEN OBLIGATIONS**

13 **4.1. Annual Compliance Certification**

14 One hundred eighty (180) calendar days after the Effective Date of this Final Judgment and  
15 thereafter on April 15<sup>th</sup> of each succeeding year, Defendant shall provide a written report by e-mail to  
16 the People's representative identified in section 17 containing the following information:

17 4.1.a. Whether Defendant is or is planning to become a Certified Appliance  
18 Recycler;

19 4.1.b. Whether Defendant has accepted for recycling any major appliances in the  
20 previous six (6) months;

21 4.1.c. Any change in signage and/or any other written notification Defendant  
22 provides and/or makes visible to customers and potential customers regarding appliance recycling,  
23 with a photograph or other copy of such changed signage or notification; and

24 4.1.d. Confirmation that all employee trainings described in sections 3.3.b and 3.3.c,  
25 have been provided within the previous six (6) months.

26 **4.2. New or Additional Facility/ies Within Yolo County**

27 Within ninety (90) days of moving and/or acquiring partial or full ownership, management,  
28 authority, and/or control over any new facilities providing metal and/or appliance recycling services

1 within Yolo County, Defendant shall provide written notice of the move, change, and/or new facility  
2 by e-mail to the People’s representative identified in section 17.

3 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, & COSTS**

4 **5.1. Civil Penalties**

5 Pursuant to Business and Professions Code section 17206, Defendant shall pay ONE  
6 HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$115,000.00) in civil penalties, in  
7 accordance with **Exhibit A**, attached.

8 **5.2. Supplemental Environmental Project (SEP)**

9 Defendant shall pay TEN THOUSAND DOLLARS (\$10,000.00) to the Yolo County Central  
10 Landfill for use in its hazardous waste load check enforcement program, in accordance with **Exhibit**  
11 **B**, attached.

12 **5.3. Partial Cost Recovery**

13 Defendant shall pay FIFTY THOUSAND DOLLARS (\$50,000.00) for partial reimbursement  
14 of costs of investigation and other costs of enforcement, in accordance with **Exhibit C**, attached.

15 **5.4. Form and Manner of Payment**

16 No later than thirty (30) days after the Effective Date of this Final Judgment, Defendant shall  
17 deliver its initial payment, and shall thereafter make the additional payments as set forth in **Exhibits**  
18 **A through C** to complete the payment obligations under Sections 5.1 through 5.3. These payments  
19 shall be made to the Yolo County District Attorney’s Office, Attn.: Clara Morain Nabity, Deputy  
20 District Attorney, 301 Second Street, Woodland, CA 95695, for distribution pursuant to the terms of  
21 this Final Judgment. All payments must be made in the form of cashier’s checks, money orders, or  
22 law firm checks issued by Defendant’s counsel of record.

23 **6. MATTERS RESOLVED BY THIS FINAL JUDGMENT**

24 **6.1** This Judgment is a final and binding resolution, settlement, and release of all civil  
25 claims (including, without limitation, attorneys fees and costs of investigation incurred by the  
26 People), violations, and causes of action stemming from, related to, or arising from the violations of  
27 law and operative facts alleged by the People in the Complaint against Defendant, including a release  
28 of Defendant’s owners, officers, directors, agents, and employees stemming from, related to, or



1 arising out of the same violations of law or facts alleged in the Complaint, hereby known as  
2 “Covered Matters.”

3           **6.2** Any claim, violation, or cause of action that is not a Covered Matter is a “Reserved  
4 Claim.” Reserved Claims include, without limitation, any unknown violation, any violation that  
5 occurs after the filing of this Final Judgment, any violation outside the scope of this Final Judgment,  
6 and any future claim, violation, or cause of action against Defendant and their owners, officers,  
7 directors, agents, or employees. Reserved Claims also include any claims or causes of action against  
8 Defendant for performance of cleanup, corrective action, or response action for any actual past or  
9 future releases, spills, or disposals of hazardous waste or hazardous substances that were caused or  
10 contributed to by Defendant at the Yolo Facility.

11           **6.3** In any subsequent action that may be brought against Defendant by the People based  
12 on any Reserved Claim, Defendant agree they will not assert that failing to pursue any Reserved  
13 Claim as part of this action constitutes claim-splitting. However, Defendant is not precluded from  
14 asserting lack of personal jurisdiction or the statute of limitations or any other legal or equitable  
15 defenses that may be applicable to any Reserved Claim.

16           **6.4** Any claim by Defendant, civil or administrative, against the People or against any  
17 agency of the State of California, or any county or city in the State of California, or any local agency,  
18 or against any of their officers, employees, representatives, agents, or attorneys, arising out of or  
19 related to any Covered Matter are hereby merged into and extinguished by this Final Judgment;  
20 provided, however, that if any of the above mentioned agencies initiate claims against Defendant  
21 relating to a Covered Matter, Defendant retains any and all rights and defenses against said agency,  
22 including but not limited to the defense of *res judicata*.

23 **7. TERMINATION**

24 Defendant may move by noticed motion, pursuant to Code of Civil Procedure section 533 and  
25 Civil Code section 3424, to terminate the injunctive provisions in Paragraphs 3.3 and 4 at any time  
26 after this Final Judgment has been in effect for five (5) years, provided that Defendant has paid and  
27 expended all amounts required under this Final Judgment and have remained in compliance with the  
28 Final Judgment during its existence.

1 Absent the filing of such a motion, after the Final Judgment has been in effect for seven (7)  
2 years, and Defendant has paid and expended all amounts required under the Final Judgment in full,  
3 the injunctive provisions in sections 3.3 and 4 will terminate automatically.

4 The termination of the injunctive provisions of this Final Judgment has no effect on  
5 Defendant's obligation thereafter to comply with all statutes, regulations, ordinances, or laws  
6 applicable to them in California.

7 **8. MODIFICATION**

8 The injunctive provisions of this Final Judgment may be modified only on noticed motion by  
9 one of the Parties with approval of the Court, or upon stipulation by the Parties and the approval of  
10 the Court.

11 **9. EFFECT OF FINAL JUDGMENT**

12 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is  
13 intended, nor shall it be construed, to preclude the People, or any state, county, city, or local  
14 regulatory or enforcement agency, department, or board from exercising its authority under any law,  
15 statute, or regulation. The People may move this Court for additional relief for any violation of any  
16 provision of this Final Judgment including, but not limited to, failing to make full payment of civil  
17 penalties, and failing to provide timely notice or written reports to the People, as set forth within this  
18 Final Judgment.

19 **10. NO WAIVER OF RIGHT TO ENFORCE**

20 The failure of the People to enforce any provision of this Final Judgment shall neither be  
21 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The  
22 failure of the People to enforce any such provision shall not preclude them from later enforcing the  
23 same or any other provision of this Final Judgment. No oral advice, guidance, suggestions, or  
24 comments by employees or officials of any party regarding matters covered in this Judgment shall be  
25 construed to relieve any party of its obligations required by this Judgment. Except as expressly  
26 provided in this Final Judgment, Defendant retains all defenses allowed by law to any such later  
27 enforcement action.

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1 **11. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

2 Upon reasonable written notice provided by the People, Defendant shall permit any duly  
3 authorized representative of the People to inspect and copy records and documents relevant to  
4 determine compliance with the terms of this Final Judgment so long as any such records and  
5 documents are not protected from disclosure pursuant to the attorney-client privilege, the attorney  
6 work product doctrine, or any other privilege or legal doctrine under which Defendant’s records and  
7 documents may be kept confidential. If Defendant objects to providing any relevant record or  
8 document on the basis of any claim of privilege, Defendant shall provide the People with a privilege  
9 log containing sufficient factual information for the People to evaluate the merits of each claim, in  
10 accordance with Code of Civil Procedure section 2031.240(c)(1).

11 **12. INCORPORATION OF EXHIBITS**

12 Exhibits A through C are incorporated herein by reference.

13 **13. FUTURE REGULATORY CHANGES**

14 Nothing in this Final Judgment shall excuse Defendant from meeting any more-stringent  
15 requirement that may be imposed by applicable existing law or by any change in the applicable law.  
16 To the extent any future statutory or regulatory change makes Defendant’s obligations less stringent  
17 than those provided for in this Final Judgment, Defendant’s compliance with the changed law shall  
18 be deemed compliance with this Final Judgment; however, any change in law or regulation shall not  
19 reduce or diminish Defendant’s obligation to comply with sections 3.1 through 3.2, above.

20 **14. INTERPRETATION**

21 This Final Judgment was mutually agreed to by all Parties. Accordingly, any and all rules of  
22 construction holding that ambiguity is construed against the drafting party shall not apply to the  
23 interpretation of this Final Judgment.

24 **15. INTEGRATION**

25 This Judgment constitutes the entire agreement between the parties as to the matters  
26 addressed herein and shall not be amended or supplemented except upon order of this Court.

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1 **16. CONTINUING JURISDICTION**

2 The Parties submit to the exclusive jurisdiction of this Court for the following purposes of  
3 enforcing the terms of this Final Judgment and to address any other matters arising out of or  
4 regarding this Final Judgment.

5 **17. NOTICE**

6 All submissions and notices required by this Judgment shall be sent to:

7 **For the People:**

8 Clara Morain Nabity, Deputy District Attorney  
9 Office of the District Attorney  
10 County of Yolo  
11 301 Second Street  
12 Woodland, CA 95695  
13 [clara.nabity@yolocounty.gov](mailto:clara.nabity@yolocounty.gov)

14 **For Defendant:**

15 Eric Jacobsen  
16 Green Zone Recycling, Inc  
17 225 Industrial Way, Suite C  
18 Woodland, CA 95776  
19 [office@greenzonerecycling.com](mailto:office@greenzonerecycling.com)

20 **With a Copy to its Counsel:**

21 Robert P. Soran  
22 Downey Brand, LLP  
23 621 Capitol Mall | 18th Floor  
24 Sacramento, CA 95814  
25 [rsoran@downeybrand.com](mailto:rsoran@downeybrand.com)

26 Any party may change the individual or the address for purpose of notices to that  
27 party by a notice specifying a new individual or address, but no such change is effective until the  
28 notice is actually received by the party sought to be charged with its contents. All notices and other  
communications required or permitted under this Judgment that are addressed as provided in this  
Paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective  
five (5) days following deposit in the United States mail, postage paid, if delivered by mail.

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1 **18. PAYMENT OF DEFENDANT’S ATTORNEYS’ FEES AND INVESTIGATION**  
2 **EXPENSES**

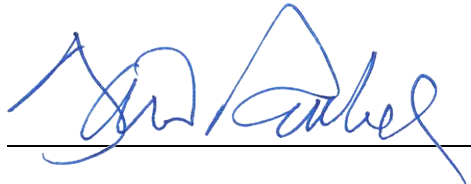
3 Pursuant to the Stipulation, Defendant’s right to request future payment of any of their  
4 attorneys’ fees, costs, or any other costs of investigation incurred to date from the People is hereby  
5 waived.

6 **19. EFFECTIVE DATE OF FINAL JUDGMENT**

7 This Final Judgment shall become effective on the date that it is signed by the Court.  
8 Defendant authorizes their counsel of record to accept service of Notice of Entry of Judgment and the  
9 accompanying papers. The People will provide the Notice of Entry of Judgment and accompanying  
10 papers to Defendant by e-mail to counsel for Defendant, upon receipt of the signed Final Judgment.  
11

12 **IT IS SO ORDERED.**

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14 Dated: 11/8/2024

15 By:   
16 JUDGE OF THE SUPERIOR COURT  
17 David Rosenberg  
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# Exhibit A

**PEOPLE v. GREEN ZONE RECYCLING, INC., et al.**

**EXHIBIT A – CIVIL PENALTIES**

<b>PAYEE</b>	<b>PURPOSE</b>	<b>AMOUNT</b>	<b>DATE DUE</b>
Yolo County District Attorney’s Office	Civil Penalties [Bus. & Prof. Code, § 17203]	\$40,000.00	Twelve (12) months from Effective Date
Yolo County District Attorney’s Office	Civil Penalties [Health & Saf. Code, § 25515.5]	\$20,000.00	Six (6) months from Effective Date
Yolo County Department of Environmental Health	Civil Penalties [Health & Saf. Code, § 25515.5]	\$20,000.00	Six (6) months from Effective Date
California Air Resources Board	Civil Penalties [Health & Saf. Code, § 42402.2]	\$35,000.00	Three (3) months from Effective Date
<b>TOTAL:</b>		<b>\$115,000.00</b>	

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# Exhibit B



**PEOPLE v. GREEN ZONE RECYCLING, INC., et al.**

**EXHIBIT B – SUPPLEMENTAL ENVIRONMENTAL PROJECT**

<b>PAYEE</b>	<b>PURPOSE</b>	<b>AMOUNT</b>	<b>DATE DUE</b>
Yolo County Central Landfill (Load Check Program)	SEP	\$10,000.00	Within thirty (30) days of Effective Date
<b>TOTAL:</b>		<b>\$10,000.00</b>	

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# Exhibit C

**PEOPLE v. GREEN ZONE RECYCLING, INC., et al.**

**EXHIBIT C – PARTIAL COST RECOVERY**

<b>PAYEE</b>	<b>PURPOSE</b>	<b>AMOUNT</b>	<b>DATE DUE</b>
Yolo County District Attorney’s Office	Partial Cost Recovery	\$25,000.00	Within thirty (30) days of Effective Date
California Air Resources Board	Partial Cost Recovery	\$9,500.00	Within thirty (30) days of Effective Date
Yolo County Department of Environmental Health	Partial Cost Recovery	\$3,000.00	Within thirty (30) days of Effective Date
California Department of Toxic Substances Control	Partial Cost Recovery	\$12,500.00	Within thirty (30) days of Effective Date
<b>TOTAL:</b>		<b>\$50,000.00</b>	

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