

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
**Department of Toxic Substances Control**

## News Release

T – 19 – 16

**Barbara A. Lee, Director**

**FOR IMMEDIATE RELEASE**

December 6, 2016

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### **Apple Agrees to Pay \$450,000 to Settle Hazardous Waste Violations**

**SACRAMENTO** – A settlement agreement between the California Department of Toxic Substances Control (DTSC) and Apple Inc. was filed in Santa Clara County Superior Court by the California Attorney General's Office on behalf of DTSC.

Apple has agreed to pay \$450,000 to DTSC and to increase facility inspections to settle allegations of hazardous waste violations at facilities in Silicon Valley. The settlement stems from violations that DTSC found during a June 13, 2013 inspection of an Apple electronic waste shredding facility in Sunnyvale and a subsequent review of records. DTSC discovered that Apple had opened, operated and then closed an electronic waste shredding facility from 2011 to 2012 in Cupertino without DTSC's knowledge and without complying with universal waste regulations, including the mismanagement of metal dust from shredder operations.

Apple processed about 1.1 million pounds of electronic waste at the Cupertino facility before closing it in January 2013, and shifting operations to a facility in Sunnyvale. In Sunnyvale, Apple dismantled, shredded and disposed of more than 800,000 pounds of electronic waste before notifying DTSC of the plant's existence and complying with all universal waste regulations.

Universal waste, such as electronic devices, batteries and other discarded consumer products containing hazardous substances, are subject to California universal waste regulations. Since they are considered a type of hazardous waste, universal waste handlers who accept universal waste must notify DTSC and handle the waste according to management standards required by law.

The shredding process produces a fine dust that is collected by a baghouse and filter system. The dust is classified as a hazardous waste due to the concentration of metals. The shredded devices are shipped offsite for recycling and sold as scrap metal. Apple, however, shipped hazardous dust and floor sweep from Sunnyvale to a recycling facility in Roseville that was not authorized to handle Apple's hazardous waste.

After the inspection, records review and dust sampling, DTSC alleged the following violations:

- Transportation of hazardous waste without a proper manifest
- Failing to report and track exports of hazardous waste
- Failing to label or otherwise mark used oil containers as "hazardous waste"
- Failing to provide notice of closure for the facility in Cupertino

- Failing to submit a written closure plan and cost estimate for closing the facility in Cupertino and for eventual closure of the one in Sunnyvale
- Failing to demonstrate financial assurance to fund the eventual closure of the two facilities

"Compliance with the hazardous waste law is fundamental in protecting the health of workers and communities as well as the environment," said Keith Kihara, Chief of DTSC's enforcement division. "We are encouraged by the settlement and that Apple is working with us to take the necessary steps to comply with California's hazardous waste law."

As part of the settlement, Apple has agreed to maintain a closure plan and financial insurance for the facility, conduct weekly inspections of areas where hazardous waste is generated and stored, and will ensure that electronic waste, including shredded electronic waste, is properly labeled and not put into containers with dust derived from its shredding operations.

Here is a link to the Complaint for Civil Penalties:

[http://www.dtsc.ca.gov/HazardousWaste/Projects/upload/Apple\\_Complaint.pdf](http://www.dtsc.ca.gov/HazardousWaste/Projects/upload/Apple_Complaint.pdf)

Here is a link to the Final Judgment Pursuant to Stipulation:

[http://www.dtsc.ca.gov/HazardousWaste/Projects/upload/Apple\\_Final-Judgment.pdf](http://www.dtsc.ca.gov/HazardousWaste/Projects/upload/Apple_Final-Judgment.pdf)



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FOR GENERAL INQUIRIES: Contact the Department of Toxic Substances Control by phone at (800) 728-6942 or visit [www.dtsc.ca.gov](http://www.dtsc.ca.gov). To report illegal handling, discharge, or disposal of hazardous waste, call the Waste Alert Hotline at (800) 698-6942.

***The mission of DTSC is to protect California's people and environment from harmful effects of toxic substances by restoring contaminated resources, enforcing hazardous waste laws, reducing hazardous waste generation, and encouraging the manufacture of chemically safer products.***

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15 *rel. Barbara A. Lee, Director of the Department of*  
16 *Toxic Substances Control*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
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Plaintiff,

v.

APPLE INC., a California corporation,

Defendant.

Case No.

[PROPOSED] FINAL JUDGMENT  
PURSUANT TO STIPULATION

Good cause appearing herein, the Court finds that the Stipulation for Settlement and Entry of Judgment and Permanent Injunction ("Stipulation") between the Plaintiff, the People of the State of California, *ex rel.* Barbara A. Lee, Director of the Department of Toxic Substances Control, and Defendant Apple Inc., which is attached as Exhibit A, is fair and in the public

1 interest. The Stipulation is approved, and its terms are incorporated into this judgment by  
2 reference. Accordingly, final judgment is entered.

3  
4 IT IS SO ORDERED:

5  
6 Date: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Santa Clara County Superior Court

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14 *Attorneys for People of the State of California, ex*  
15 *rel. Barbara A. Lee, Director of the Department of*  
16 *Toxic Substances Control*

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF SANTA CLARA

19 **PEOPLE OF THE STATE OF**  
20 **CALIFORNIA, *ex rel.* BARBARA A. LEE,**  
21 **DIRECTOR OF THE DEPARTMENT OF**  
22 **TOXIC SUBSTANCES CONTROL,**

23 Plaintiff,

24 v.

25 **APPLE INC., a California corporation,**

26 Defendant.

Case No.

**STIPULATION FOR SETTLEMENT  
AND ENTRY OF JUDGMENT AND  
PERMANENT INJUNCTION**

27 Plaintiff, the People of the State of California, *ex rel.* Barbara A. Lee, Director of the  
28 Department of Toxic Substances Control, ("Department") and Defendant Apple Inc. ("Apple")  
enter into this Stipulation for Settlement and Entry of Judgment ("Stipulation"), and agree as  
follows:

1           **1. COMPLAINT**

2           Concurrently with this Stipulation, the Department filed a Complaint for Civil Penalties  
3 and Injunctive Relief ("Complaint") against Apple for violations of the California Hazardous  
4 Waste Control Law, Health and Safety Code sections 25100 *et seq.* ("HWCL"), and  
5 implementing regulations, Cal. Code Regs, tit. 22, Division 4.5, sections 66000 *et seq.* ("Title  
6 22"), in connection with processing electronic waste for disposal and recycling at facilities owned  
7 and operated by Apple in Santa Clara County.

8           **2. JURISDICTION AND VENUE**

9           The Department and Apple (together, the "Parties" and individually, "Party") agree that  
10 for purposes of this Stipulation, the Court has both subject matter over the allegations in the  
11 Complaint and personal jurisdiction over the parties to the Complaint. The Parties also agree that  
12 venue is proper in this Court under Health and Safety Code section 25183.

13           **3. STIPULATION AND SETTLEMENT FOR ENTRY OF FINAL JUDGMENT**

14           The Department and Apple enter into the Stipulation pursuant to a compromise and  
15 settlement of disputed claims. Each of the Parties consents to the entry by the Superior Court of  
16 Santa Clara County (the "Court") of a Final Judgment Pursuant to Stipulation which incorporates  
17 the terms of the Stipulation by reference. The Stipulation was negotiated and executed in good  
18 faith and at arms' length by each of the Parties, with their respective counsel, to avoid expensive  
19 and protracted litigation regarding violations of the HWCL and Title 22 alleged by the  
20 Department in the Complaint. The Department enters into this Stipulation to further the public  
21 interest. Nothing herein shall inure to the benefit of any persons not Parties to this Stipulation.

22           **4. WAIVER OF HEARING AND TRIAL**

23           By signing and entering into this Stipulation, Apple waives its right to a hearing and trial  
24 on matters alleged in the Complaint and to appeal. Further, the Parties each request entry of the  
25 Final Judgment on the terms set forth in this Stipulation.

1           **5. APPLICABILITY**

2           Unless otherwise expressly provided herein, the terms of this Stipulation and the Final  
3 Judgment shall apply to and be binding on (a) Apple its successors, and its officers, directors, and  
4 employees, and all persons acting within the control of Apple including, but not limited to Sims  
5 Recycling Solutions, Inc., at any facility in California owned or operated by Apple at which  
6 electronic waste or any other hazardous waste is treated, or recycled ("Apple Facility") and (b)  
7 the Department and any successor agency of the Department that may have responsibility for, and  
8 jurisdiction over, the subject matter of the Complaint and Final Judgment.

9           **6. MATTERS COVERED**

10           This Stipulation is a final and binding resolution and settlement of all violations that the  
11 Department alleged in its inspection reports stemming from the inspections of Apple Facilities  
12 conducted on June 13, 2013 and subsequent information requests, and the violations and causes  
13 of action that were specifically alleged in the Complaint against Apple. ("Matters Covered").

14           **7. INJUNCTION**

15           Apple shall be enjoined and ordered as follows:

16           a.     Apple shall ensure that its officers, directors, and employees, representatives, and all  
17 persons acting within the control of Apple at any Apple Facility comply with all of the laws and  
18 regulations specifically identified in the violations alleged in Paragraph 31 of the Complaint.

19           b.     Any officer or employee of Apple assuming responsibility for, or oversight of,  
20 hazardous waste management at Apple, including Apple's Facility manager, primary and  
21 secondary emergency coordinators, and the technicians responsible for baghouse maintenance  
22 and operations, must attend and successfully complete Modules I-V relating to hazardous waste at  
23 California Compliance School within six months of their hire, promotion, or assumption of  
24 responsibility unless they have attended the California Compliance School and passed the  
25 relevant modules within the last five years before the date of their hiring, promotion, or  
26 assumption of responsibility.



1 c. Apple shall ensure that e-waste labeled as Universal Waste, including shredded e-  
2 waste, is not mixed or otherwise placed in containers with dust derived from its shredding  
3 operations.

4 d. Apple shall conduct weekly inspections of all areas of its facilities where hazardous  
5 waste is generated or accumulated, including an inspection of all municipal waste containers and  
6 e-waste containers to inspect for improper management of hazardous waste. Apple shall maintain  
7 a written log on-site of the inspections required by Cal. Code of Regs, tit. 22, section 66265.15.  
8 The log shall be furnished upon request, and shall be made available at all reasonable times for  
9 inspection, to any officer, employee or representative of DTSC or the local Certified Unified  
10 Program Agency ("CUPA").

11 e. Apple must submit to the Department documentation demonstrating financial  
12 assurance for the Closure/Post Closure Plan in accordance with title 22, section 66265.143. The  
13 document submittals shall be submitted annually to DTSC by no later March 16 of each year.

14 f. Within 30 days of the Effective Date of the Judgment, the Senior Director of Real  
15 Estate and Development shall be responsible for ensuring that all required financial assurance  
16 documentation is submitted to the Department.

#### 17 8. PENALTY

18 Apple shall pay the Department a civil penalty of \$450,000 (four hundred-fifty thousand  
19 dollars) on or before fifteen days after the Effective Date (as defined in Paragraph 21, below) of  
20 the Judgment.

21 Apple shall pay the penalty by cashier's check made payable to "California Department of  
22 Toxic Substances Control" and bearing the notation "Apple Inc.," and shall send it to:

23 Cashier  
24 Accounting Office, MS-21 A  
25 Department of Toxic Substances Control  
26 P.O. Box 806  
27 Sacramento, CA 95812-0806

28 An electronic copy or paper photocopy of the cashier's check for payment of the penalty  
shall be sent, at the same time, to Department and Office of Attorney General personnel specified  
in Section 10 ("Notices"), below.

1           **9. ENFORCEMENT**

2           If the Department determines that Apple has violated the terms of this Stipulation or the  
3 Final Judgment, the Department will provide Apple with written notice of the default to its  
4 representatives identified in Section 11 ("Notices") below. If Apple fails to come into  
5 compliance within 30 calendar days of receiving the Department's notice, or another time frame  
6 specified by the Department (whichever is later), the Department may pursue all its rights and  
7 remedies to enforce the Final Judgment. Nothing in this section shall limit the Department's right  
8 to enforce the HWCL or Title 22 concerning violations not alleged in Paragraph 31 of the  
9 Complaint. The Department reserves its right to assert a claim, separate and independent of, and  
10 in addition to, any claim made to enforce this Final Judgment, for violations of the underlying  
11 statutory or regulatory requirements. In the event that the Department files any motion pursuant to  
12 this paragraph or brings an independent enforcement action, Defendants reserve and retain all  
13 rights and defenses to oppose the Department's motion or independent enforcement action.

14           At any time after the Final Judgment has been in effect for four (4) years, and Apple has  
15 paid all amounts due hereunder, Apple may, with notice to the Department, file a motion  
16 requesting that the Court order that the Permanent Injunction provisions of Paragraph 7 shall have  
17 no prospective force or effect based on Apple's demonstrated history of compliance with the  
18 Final Judgment. Within thirty (30) days of the filing of Apple's motion, the Department may file  
19 a response in opposition. If the Department agrees that Apple has complied with the obligations  
20 set forth in the Final Judgment, the Department may file a statement of non-opposition to  
21 Apple's motion or file no response. Within fifteen (15) days of any filing by the Department,  
22 Apple may file a response to the opposition, and the matter shall be set for hearing as soon as  
23 reasonably possible thereafter. The Parties agree that the Court may grant Apple's request upon  
24 determining that Apple has complied with the obligations set forth herein.

1           **10. NOTICES**

2           All notices under this Stipulation and the Judgment shall be in writing and shall be sent to:

3           For the Attorney General:

4           **Reed Sato**

5           Deputy Attorney General  
6           1300 I Street, Suite 125  
7           P.O. Box 944255  
8           Sacramento, CA 94244-2550  
9           Reed.sato@doj.ca.gov

10          For the Department:

11          **Alex Baillie**

12          Department of Toxic Substances Control  
13          8800 Cal Center Drive  
14          Sacramento, CA 95826  
15          Alex.Baillie@dtsc.ca.gov

16          **Christopher Cho**

17          Office of Legal Counsel, MS-23A  
18          Department of Toxic Substances Control  
19          P.O. Box 806  
20          Sacramento, CA 95812-0806  
21          Christopher.Cho@dtsc.ca.gov

22          For Apple:

23          **James C. Fowler**

24          Associate General Counsel, Real Estate  
25          Apple Inc.  
26          1 Infinite Loop, M/S 4-DLAW  
27          Cupertino, California 95014  
28          jfowler@apple.com

29          **Kristina E. Raspe**

30          Senior Director, Real Estate  
31          Apple Inc.  
32          1 Infinite Loop, M/S 119-REF  
33          Cupertino, California 95014  
34          kraspe@apple.com

35          With a copy to:

36          **William F. Tarantino**

37          Morrison & Foerster LLP  
38          425 Market Street, Suite 3300  
39          San Francisco, California 94105  
40          WTarantino@mfo.com

1 Each Party may change its respective representative(s) for purposes of notice by providing  
2 the name and address of the new representative, in writing, to both Parties. Any such change will  
3 take effect within seven calendar days of the date of the written notice.

4 **11. AUTHORITY TO ENTER STIPULATION**

5 Each signatory to this Stipulation certifies that he or she is fully authorized by the Party he  
6 or she represents to enter into this Stipulation, to execute it on behalf of the Party represented, and  
7 to legally bind that Party.

8 **12. EFFECT OF STIPULATION AND JUDGMENT**

9 Except as expressly provided in this Stipulation, nothing in this Stipulation or the  
10 Judgment is intended nor shall it be construed to preclude the Department, or any state, county, or  
11 local agency, department, board or entity from exercising its authority under any law, statute, or  
12 regulation.

13 **13. NO WAIVER OF RIGHT TO ENFORCE**

14 Should the Department decline to enforce any provision of the Stipulation or the  
15 Judgment, that shall neither be deemed a waiver of such provision, nor in any way affect the  
16 validity of the Stipulation or Judgment or the Department's enforcement authority, nor shall it  
17 preclude the Department from later enforcing the same or other provisions. No oral advice,  
18 guidance, suggestions, or comments by employees or officials of the Department, or  
19 conversations between employees or officials of the Department and employees or representatives  
20 of Apple, or people or entities acting on behalf of Apple, shall be construed to relieve Apple of its  
21 obligations under this Stipulation or the Judgment.

22 **14. NO LIABILITY OF THE DEPARTMENT**

23 The Department shall not be liable for any injury or damage to persons or property  
24 resulting from acts or omissions by Apple or its agents, servants, employees, representatives, or  
25 other persons acting in concert or participating with Apple, in carrying out Apple's obligations  
26 pursuant to this Stipulation or the Judgment.

1                   **15. FUTURE REGULATORY CHANGES**

2                   Nothing in this Stipulation or the Judgment shall excuse Apple from meeting more  
3 stringent requirements that may be imposed by changes in the applicable law. It is the  
4 responsibility of Apple to remain informed as to any and all applicable statutory and/or regulatory  
5 changes, and to remain in compliance with all applicable statutory and regulatory provisions.

6                   **16. INTEGRATION**

7                   This Stipulation and the Judgment constitute the entire agreement between the Parties, and  
8 may not be amended or supplemented except as provided for in this Stipulation or in the  
9 Judgment. No oral representations have been made or relied on other than as expressly set forth  
10 herein.

11                   **17. RETENTION OF JURISDICTION**

12                   The Parties agree that the Court has continuing jurisdiction to interpret and enforce the  
13 provisions of this Stipulation and the Judgment.

14                   **18. EQUAL AUTHORSHIP**

15                   This Stipulation shall be deemed to have been drafted equally by the Parties hereto. The  
16 Parties agree that the rule of construction holding that ambiguity is construed against the drafting  
17 party shall not apply to the interpretation of this Stipulation.

18                   **19. AMENDMENTS TO THIS STIPULATION AND THE JUDGMENT**

19                   This Stipulation and the Judgment may be amended only pursuant to a written agreement  
20 signed by all the Parties, followed by written approval by the Court, or by order of the Court  
21 following the filing of a duly noticed motion.

22                   **20. COUNTERPARTS**

23                   This Stipulation may be executed in several counterpart originals, all of which taken  
24 together shall constitute an integrated original document.


1                   **21. ENTRY OF JUDGMENT AND EFFECTIVE DATE OF JUDGMENT**

2                   The Parties further stipulate that upon approval of this Stipulation by the Court, the Court  
3                   may enter the Final Judgment in this matter. The "Effective Date" of the Judgment is the date  
4                   the Judgment is entered by the Court. If the Court does not approve this Stipulation and the Final  
5                   Judgment in the form and substance proposed in Exhibit A hereto, each Party reserves the right to  
6                   withdraw both the Stipulation and the Judgment upon written notice to all Parties and the Court.

7                   **IT IS SO STIPULATED.**

8                   Dated: 11/29, 2016

                  FOR THE DEPARTMENT OF TOXIC  
                  SUBSTANCES CONTROL

10                     
11                   \_\_\_\_\_  
12                   KEITH KIMURA  
13                   Division Chief  
14                   Enforcement and Emergency Response  
15                   Division  
16                   Department of Toxic Substances Control

16                   Dated: \_\_\_\_\_, 2016

                  FOR APPLE, INC.

19                   \_\_\_\_\_  
20                   JAMES C. FOWLER  
21                   Associate General Counsel  
22                   Apple Inc.

1                   **21. ENTRY OF JUDGMENT AND EFFECTIVE DATE OF JUDGMENT**

2                   The Parties further stipulate that upon approval of this Stipulation by the Court, the Court  
3 may enter the Final Judgment in this matter. The "Effective Date" of the Judgment is the date  
4 the Judgment is entered by the Court. If the Court does not approve this Stipulation and the Final  
5 Judgment in the form and substance proposed in Exhibit A hereto, each Party reserves the right to  
6 withdraw both the Stipulation and the Judgment upon written notice to all Parties and the Court.

7                   **IT IS SO STIPULATED.**

8                   Dated: \_\_\_\_\_, 2016

FOR THE DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL

12                   \_\_\_\_\_  
KEITH KIHARA  
Division Chief  
Enforcement and Emergency Response  
Division  
Department of Toxic Substances Control

16                   Dated: 11/17, 2016

FOR APPLE INC.

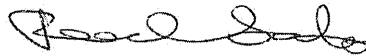
19                   \_\_\_\_\_  
JAMES C. FOWLER  
Associate General Counsel  
Apple Inc.

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**APPROVED AS TO FORM:**

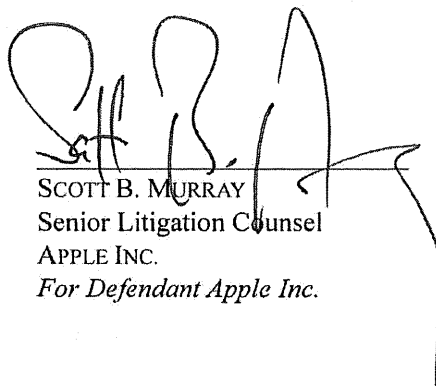
Dated: December 1, 2016

KAMALA D. HARRIS  
Attorney General of California  
SALLY MAGNANI  
Senior Assistant Attorney General



REED SATO  
Deputy Attorney General  
*Attorneys for Plaintiff People of the State of  
California, ex rel. Department of Toxic  
Substances Control*

Dated: NOVEMBER 17, 2016



SCOTT B. MURRAY  
Senior Litigation Counsel  
APPLE INC.  
*For Defendant Apple Inc.*





1 KAMALA D. HARRIS  
Attorney General of California  
2 MARGARITA PADILLA  
Supervising Deputy Attorney General  
3 REED SATO  
Deputy Attorney General  
4 State Bar No. 87635  
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5 P.O. Box 944255  
6 Sacramento, CA 94244-2550  
7 Telephone: (916) 445-5442  
Fax: (916) 322-5609  
8 E-mail: [Reed.Sato@doj.ca.gov](mailto:Reed.Sato@doj.ca.gov)

9 *Attorneys for People of the State of California, ex*  
10 *rel. Barbara A. Lee, Director of the Department of*  
11 *Toxic Substances Control*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF SANTA CLARA

15 **PEOPLE OF THE STATE OF**  
16 **CALIFORNIA, *ex rel.* BARBARA A. LEE,**  
17 **DIRECTOR OF THE DEPARTMENT OF**  
**TOXIC SUBSTANCES CONTROL,**

18 Plaintiff,

19 v.

20 **APPLE INC., a California corporation,**

21 Defendant.  
22

Case No.

**FINAL JUDGMENT PURSUANT TO  
STIPULATION**

23  
24 Good cause appearing herein, the Court finds that the Stipulation for Settlement and Entry  
25 of Judgment and Permanent Injunction ("Stipulation") between the Plaintiff, the People of the  
26 State of California, *ex rel.* Barbara A. Lee, Director of the Department of Toxic Substances  
27 Control, and Defendant Apple Inc., which is attached as Exhibit A, is fair and in the public

1 interest. The Stipulation is approved, and its terms are incorporated into this judgment by  
2 reference. Accordingly, final judgment is entered.

3  
4 IT IS SO ORDERED:

5  
6 Date: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Santa Clara County Superior Court