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9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE EASTERN DISTRICT OF CALIFORNIA
11

12 UNITED STATES OF AMERICA,)	Case No.: 1:09-CR-00454-AWI
)	
13 Plaintiff,)	MEMORANDUM OF PLEA AGREEMENT
)	PURSUANT TO RULE 11(c)(1)(C) OF
14 v.)	THE FEDERAL RULES OF CRIMINAL
)	PROCEDURE
15)	
16 PROFESSIONAL ASBESTOS REMOVAL)	Date: November 24, 2009
17 CORPORATION,)	Time: 9:00 a.m.
18 aka, PARC ENVIRONMENTAL)	Court: Two
)	Honorable Anthony W. Ishii
19 Defendant.)	
)	
20)	

21
22 Pursuant to Rule 11(c)(1)(C) of the Federal Rules of
23 Criminal Procedure, the United States of America, by and through
24 BENJAMIN B. WAGNER, the United States Attorney for the Eastern
25 District of California, and Assistant United States MARLON COBAR,
26 and defendant PROFESSIONAL ASBESTOS REMOVAL CORPORATION,
27 aka, PARC ENVIRONMENTAL, by and through its President, MICHAEL D.
28

1 KIDD, and its attorney, ANTHONY P. CAPOZZI, have agreed as
2 follows:

3 1. Scope of Agreement

4 This document contains the complete Memorandum of Plea
5 Agreement ("Plea Agreement") between the United States Attorney's
6 Office for the Eastern District of California ("United States")
7 and defendant PROFESSIONAL ASBESTOS REMOVAL CORPORATION,
8 aka, PARC ENVIRONMENTAL regarding this case. This Plea Agreement
9 is limited to the United States Attorney's Office for the Eastern
10 District of California and cannot bind any other federal, state,
11 or local prosecuting, administrative, or regulatory authorities.

12 2. Rule 11(c)(1)(C) Specific Sentence Agreement

13 The United States and defendant agree that a specific
14 sentence, set forth below in Section 7, would be appropriate in
15 this case. Consequently, this Plea Agreement is being offered to
16 the Court pursuant to Rule 11(c)(1)(C) of the Federal Rules of
17 Criminal Procedure. Under the provisions of Rule 11(c)(3)(A),
18 the Court may accept or reject the agreement, or may defer its
19 decision as to the acceptance or rejection until there has been
20 an opportunity to consider the pre-sentence report. If the Court
21 accepts the Plea Agreement, the Court must inform the defendant
22 that it will embody in the judgment and sentence the disposition
23 provided for in this Plea Agreement. If the Court rejects this
24 Plea Agreement, the Court shall so advise defendant, allow
25 defendant the opportunity to withdraw its plea, and advise
26 defendant that if it persists in a guilty plea the disposition of
27 the case may be less favorable to it than is contemplated by this

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1 Plea Agreement.

2 3. Charges

3 Defendant PROFESSIONAL ASBESTOS REMOVAL CORPORATION, aka,
4 PARC ENVIRONMENTAL acknowledges that it will be charged in an
5 Amended Information, filed on November 23, 2009, with one felony
6 count, as follows:

7 Title 42, United States Code, Section 6928(d)(3) - Making a
8 False Statement in a Hazardous Waste Manifest.

9 Defendant PROFESSIONAL ASBESTOS REMOVAL CORPORATION,
10 aka, PARC ENVIRONMENTAL, by and through its President, MICHAEL D.
11 KIDD, has read the charges against it contained in the Amended
12 Information, and those charges have been fully explained to the
13 corporation and its President and Chief Executive Officer MICHAEL
14 D. KIDD through its attorney, ANTHONY P. CAPOZZI. Further,
15 defendant fully understands the nature and elements of the crime
16 in the Amended Information to which it is pleading guilty,
17 together with the possible defenses thereto, and its President
18 and Chief Executive Officer has discussed them with its attorney.

19 The elements of the felony crime of Making a False Statement
20 in a Hazardous Waste Manifest, in violation of Title 42, United
21 States Code, Section 6928(d)(3), are:

22 (a) That the defendant corporation, by and through its
23 officers and employees, (2) knowingly omitted
24 information from or made a false statement or false
25 representation in a document, to wit, a Uniform
26 Hazardous Waste Manifest; and (3) the document was
27 filed, maintained, or used for purposes of compliance
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1 with Federal Resource Conservation and Recovery Act
2 regulations.

3 5. Agreements by Defendant

4 (a) Defendant admits that it is, in fact, guilty of this
5 offense as described in the Amended Information.

6 (b) Defendant agrees that this Plea Agreement shall be filed
7 with the Court and become a part of the record of the case.

8 (c) Guilty Plea: Defendant agrees to enter a plea of guilty
9 to the Amended Information which charges it with one felony count
10 of Making a False Statement in a Hazardous Waste Manifest, in
11 violation of Title 42, United States Code, Section 6928(d)(3).
12 The defendant agrees that it is, in fact, guilty of this charge
13 and that the facts set forth below in the Factual Basis at
14 Section 7 of this Plea Agreement are accurate.

15 (d) Fine: Defendant agrees to pay Two Hundred and Fifty
16 Thousand Dollars (\$250,000.00) as a criminal fine. The fine
17 shall be paid no later than four (4) months from the date of
18 sentencing in this case. The United States and the defendant
19 agree that they will jointly request that arraignment on the
20 Amended Information, Plea and Sentencing, all take place on the
21 same date in this case. Furthermore, defendant understands that
22 this Plea Agreement is voidable by the United States if the
23 defendant fails to pay the stipulated fine as required by this
24 Agreement. The defendant specifically agrees that it will breach
25 this Plea Agreement if it requests a lower fine amount from the
26 Court, or in any way suggests to the Court, or provides any
27 information to the Court, that this agreed-upon fine of Two
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1 Hundred and Fifty Thousand Dollars (\$250,000.00) should be lower
2 in any manner or should be payable at any time other than four
3 (4) months from the date of sentencing in this case.

4 Furthermore, the defendant acknowledges that it will breach this
5 Plea Agreement if it does not, through its defense attorney or
6 another agent, pay the agreed-upon fine of Two Hundred and Fifty
7 Thousand Dollars (\$250,000.00), as outlined above, no later than
8 four (4) months from the date of sentencing in this case by
9 delivering a certified cashier's check to the Clerk of the Court
10 for the United States District Court, Eastern District of
11 California, in Fresno, California. Said certified cashier's
12 check must be made payable to "Clerk of the Court, U.S. District
13 Court, Eastern District of California" with a notation clearly
14 listing the case number in this case. A copy of said certified
15 check, with a cover memorandum listing the caption of this case,
16 must be delivered to Assistant U.S. Attorney Kevin P. Rooney, at
17 the U.S. Attorney's Office, Eastern District of California-Fresno
18 at the time of said check delivery to the Clerk of the Court.

19 (e) Restitution: Defendant agrees to pay restitution under
20 18 U.S.C. §§ 3563(b)(2) and 3556 to the State of California,
21 Department of Toxic Substances Control, in the exact amount of
22 One Hundred Seventy Seven Thousand Two Hundred Thirty Five
23 Dollars and Eighty Two Cents (\$177,235.82) for the costs incurred
24 by the Department of Toxic Substances Control in the
25 investigation of this case. This restitution in the amount of
26 One Hundred Seventy Seven Thousand Two Hundred Thirty Five
27 Dollars and Eighty Two Cents (\$177,235.82) is payable and due

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1 immediately on the date of sentencing in this case. As noted
2 herein, the United States and the defendant agree that they will
3 jointly request that arraignment on the Amended Information, Plea
4 and Sentencing, all take place on the same date in this case.
5 Thus, the defendant must pay said restitution, in the amount of
6 One Hundred Seventy Seven Thousand Two Hundred Thirty Five
7 Dollars and Eighty Two Cents (\$177,235.82), to the State of
8 California, Department of Toxic Substances Control, by delivering
9 to the United States a certified cashier's check in the exact
10 amount of One Hundred Seventy Seven Thousand Two Hundred Thirty
11 Five Dollars and Eighty Two Cents (\$177,235.82). Said certified
12 cashier's check must be made payable to "State of California,
13 Department of Toxic Substances Control," with a notation clearly
14 stating: "Restitution of Investigative Costs for DTSC Case
15 #13522-108-10."

16 (f) Special Assessment: Defendant agrees to pay a
17 mandatory special assessment of Four Hundred Dollars (\$400.00) at
18 the time of sentencing by delivering a certified cashier's check
19 to the Clerk of the Court for the United States District Court,
20 Eastern District of California, in Fresno, California. Said
21 certified cashier's check must be made payable to "Clerk of the
22 Court, U.S. District Court, Eastern District of California" with
23 a notation clearly listing the case number in this case.
24 Defendant understands that this Plea Agreement is voidable by the
25 United States if defendant fails to pay the assessment as
26 required by this Plea Agreement.

27 (g) Defendant further acknowledges that its plea of guilty
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1 is voluntary and that no force, threats, promises or
2 representations have been made to anybody, nor agreement reached,
3 other than those set forth expressly in this Plea Agreement, to
4 induce the defendant to plead guilty.

5 (h) Defendant further agrees that, in the circumstances of
6 this case, the specific sentence as set forth in Section 7 is an
7 appropriate and reasonable sentence under the factors set out at
8 Section 3553(a) of Title 18, United States Code. If the Court
9 desires to impose a sentence other than the sentence set forth in
10 Section 7, defendant shall be entitled to withdraw its plea of
11 guilty and will not be subject to sentencing pursuant to this
12 Plea Agreement unless defendant and the United States consent in
13 Court to proceed with the Plea Agreement and the Court's
14 indicated sentence.

15 (i) Defendant knowingly and voluntarily waives his
16 Constitutional and statutory rights to appeal its plea,
17 conviction, and sentence imposed in this case, provided that the
18 sentence imposed in this case is consistent with Section 7 of
19 this Plea Agreement or, if not, that defendant and the United
20 States have consented in Court to proceed with the Plea Agreement
21 and the Court's indicated sentence. This waiver of appeal
22 includes, but is not limited to, an express waiver of defendant's
23 right to appeal its plea, conviction, and sentence on any ground,
24 including the waiver of any appeal right conferred by
25 Section 3742 of Title 18, United States Code.

26 (j) Defendant also gives up any right it may have to bring
27 a post-appeal attack on its conviction or sentence, provided that
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1 the sentence imposed in this case is consistent with Section 7 of
2 this Plea Agreement or, if not, that defendant and the United
3 States have consented in Court to proceed with the Plea Agreement
4 and the Court's indicated sentence. Defendant specifically
5 agrees not to contest its plea, conviction, or sentence in any
6 post-conviction proceeding, including but not limited to a
7 proceeding under 28 U.S.C. §§ 2241 or 2255.

8 (k) Defendant agrees to waive all rights under the "Hyde
9 Amendment," Pub. L. No. 105-109, § 617, 111 Stat. 2519 (1997), to
10 recover attorneys' fees or other litigation expenses in
11 connection with the investigation and prosecution of all charges
12 in the above-captioned matter and of any related allegations
13 (including without limitation any charges to be dismissed
14 pursuant to this Plea Agreement and any charges previously
15 dismissed).

16 (l) Defendant agrees that, during the period of probation
17 contemplated by this Plea Agreement, it will immediately notify
18 the United States; the State of California, Department of Toxic
19 Substances Control; and the Court of any intent to sell the
20 corporation, change the name of the corporation, merge with
21 another corporate entity, or otherwise dissolve and/or modify, in
22 any form or manner, its corporate structure from its present
23 status on the day that it entered into this Plea Agreement.

24 6. Agreements by the United States

25 (a) The United States will recommend that defendant be
26 sentenced pursuant to the terms of this Plea Agreement listed at
27 Section 7 of this Plea Agreement.

28

1 (b) The United States stipulates and agrees not to move for
2 or argue in support of any sentence other than the sentence as
3 set forth in Section 7 of this Plea Agreement. The United States
4 agrees that, in the circumstances of this case, the specific
5 sentence as set forth in Section 7 is an appropriate and
6 reasonable sentence under the factors set out at Section 3553(a)
7 of Title 18, United States Code.

8 (c) The United States will not seek any further criminal
9 charges against the defendant corporation or any and all of its
10 directors, executives, managers or employees, for any conduct
11 detected as a result of State of California, Department of Toxic
12 Substances Control Investigation, Case #13522-108-10, giving rise
13 to this case.

14 (d) Other than those contained in this Plea Agreement,
15 defendant acknowledges and understands that the United States
16 makes no other representations to it regarding sentencing,
17 including regarding fines, conditions of probation or
18 restitution.

19 7. Specific Sentence Agreement by Defendant and the
20 United States

21 Pursuant to Rule 11(c)(1)(C), defendant and the United
22 States specifically agree to jointly recommend that the Court
23 sentence the defendant as follows:

- 24 i. Defendant shall receive a sentence of three (3) years
25 court probation. Furthermore, the defendant is to
26 adhere completely to the Special Conditions of
27 Probation listed in "Appendix A" to this Plea
28 Agreement. Should the defendant violate the conditions

1 of its contemplated three-year term of probation, the
2 Department of Toxic Substances Control will so advise
3 the United States in writing. The United States can
4 then choose to move this Court to hold a hearing, where
5 both parties would be given notice and have the
6 opportunity to be heard through counsel, in order to
7 determine whether a violation of the defendant's terms
8 of probation has occurred, and fashion appropriate
9 sanctions should the Court make such a finding.

10 ii. The Court shall impose a criminal fine¹ in the
11 amount of Two Hundred and Fifty Thousand Dollars
12 (\$250,000.00), payable no later than four (4) months
13 from the date of sentencing in this case by a certified
14 cashier's check made payable to "Clerk of the Court,
15 U.S. District Court, Eastern District of California"
16 with a notation clearly listing the case number in this
17 case. A copy of said certified check must be delivered
18 to the U.S. Attorney's Office, Eastern District of
19 California-Fresno at the time of said check delivery to
20 the Clerk of the Court.

21 iii. At the time of sentencing, the defendant shall pay
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23 ¹ The defendant certifies that it is financially viable and
24 that it will take no action to avoid paying this fine, including
25 but not limited to taking any action which would harm its
26 financial viability or ability to pay the agreed-upon fine.
27 Furthermore, the defendant specifically agrees that it will not
28 seek to discharge this fine in any manner during any bankruptcy
proceedings. In any legal proceedings, the defendant agrees that
payment of this fine will take priority over the satisfaction of
any other judgments.

1 mandatory special assessment of Four Hundred Dollars
2 (\$400.00) by delivering a certified cashier's check to
3 the Clerk of the Court for the United States District
4 Court, Eastern District of California, in Fresno,
5 California. Said certified cashier's check must be
6 made payable to "Clerk of the Court, U.S. District
7 Court, Eastern District of California" with a notation
8 clearly listing the case number in this case.

9 iv. Defendant shall pay restitution under 18 U.S.C.
10 §§ 3563(b)(2) and 3556 to the State of California,
11 Department of Toxic Substances Control, in the exact
12 amount of One Hundred Seventy Seven Thousand Two
13 Hundred Thirty Five Dollars and Eighty Two Cents
14 (\$177,235.82) for the costs incurred by the Department
15 of Toxic Substances Control in the investigation of
16 this case. This restitution is payable on the date of
17 sentencing in this case. The defendant must pay said
18 restitution to the State of California, Department of
19 Toxic Substances Control, by delivering to the United
20 States a certified cashier's check in the exact amount
21 of One Hundred Seventy Seven Thousand Two Hundred
22 Thirty Five Dollars and Eighty Two Cents (\$177,235.82).
23 Said certified cashier's check must be made payable to
24 "State of California, Department of Toxic Substances
25 Control," with a notation clearly stating: "Restitution
26 of Investigative Costs for DTSC Case #13522-108-10."

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1 8. Factual Basis

2 Defendant will plead guilty because it is in fact guilty of
3 the crime set forth in the Amended Information. Defendant also
4 agrees that the following are the facts of this case, although it
5 acknowledges that, as to other facts, the parties may disagree:

6 At all relevant times, defendant PROFESSIONAL ASBESTOS
7 REMOVAL CORPORATION, aka, PARC ENVIRONMENTAL was a
8 California corporation based in the Eastern District of
9 California with its headquarters in Fresno, California.
10 The defendant operated throughout the State of
11 California. At all relevant times, the defendant
12 provided a variety of hazardous material environmental
13 clean-up services to a number of private and
14 governmental clients. Those services included
15 providing environmental clean-up services for the safe
16 and expeditious removal, transportation, storage and
17 disposal of hazardous materials found at clandestine
18 drug laboratories throughout the State of California.
19 In that line of business, the defendant's prominent
20 clients included the U.S. Drug Enforcement
21 Administration; the California State Department of
22 Justice and the State of California, Department of
23 Toxic Substances Control.

24 In conducting clandestine drug laboratory environmental
25 clean-ups, the defendant was required to abide by all
26 relevant federal and State of California laws and
27 regulations governing the removal, transportation,
28 storage and disposal of hazardous materials in order to
keep the public and the environment safe from such
substances. Additionally, the defendant's contractual
relationships with said law enforcement agencies, also
governed its conduct while accomplishing such
clandestine drug lab clean-up services. Given the
sensitive nature of clandestine drug laboratory clean-
ups, such contractual relationships included clauses
requiring that environmental clean-up personnel be
specially vetted for lack of criminal history. This
measure assured law enforcement agencies that the
illegal substances they confiscated would be properly
disposed of and not diverted to illegal purposes
unbeknownst to them.

29 On or about June 18, 2008, in the State and Eastern
30 District of California and elsewhere, with the explicit
31 authorization of at least one of its managers, PARC
32 Corporation falsely and fraudulently listed the name
33 "Jeff Davis" to Line #17 of Hazardous Waste Manifest
34 Number 000409887 to represent that "Jeff Davis" had

1 been working at a clandestine drug laboratory to which
2 PARC Environmental responded at the U.S. Drug
3 Enforcement Administration's request. In fact, as PARC
4 Environmental knew, its employee Jeffrey Alexander
5 Lassotovitch had falsely represented that he was Jeff
6 Davis. Jeffrey Alexander Lassotovitch was not
7 authorized to work on U.S. Drug Enforcement
8 Administration clandestine drug laboratory clean-ups,
9 but Jeff Davis was. Therefore, PARC Environmental, by
10 and through its management, knowingly omitted
11 information from and made a false statement and false
12 representation in a Uniform Hazardous Waste Manifest;
13 which it filed, maintained and used for purposes of
14 compliance with Federal Resource Conservation and
15 Recovery Act regulations. Upon discovery of said
16 falsification, MICHAEL D. KIDD, President and Chief
17 Executive Officer of PARC Environmental notified the
18 U.S. Drug Enforcement Administration of this incident
19 on or about July 23, 2008.

11 9. Potential Sentence

12 In this case, the statutory maximum sentence that the
13 Court can impose for a violation of Title 42, United States
14 Code, Section 6928(d)(3) is a fine of \$500,000 or twice the gross
15 gain or gross loss resulting from the offense, whichever is
16 greatest; and a mandatory special assessment of \$400.00.

17 10. Waiver of Rights

18 (a) Defendant understands that by pleading guilty it
19 is waiving certain rights, including the following: (1) to plead
20 not guilty and to persist in that plea if already made; (2) to be
21 tried by a jury; (3) to be represented at trial by an attorney,
22 who would be appointed if necessary; (4) to subpoena witnesses to
23 testify on his behalf; (5) to confront and cross-examine
24 witnesses against it; and (6) not to be compelled to testify, and
25 that no inference of guilt could be drawn from such refusal to
26 testify.

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1 (b) If defendant ever attempts to vacate its plea,
2 dismiss the underlying charge, or reduce or set aside its
3 sentence on the count to which it is pleading guilty, the United
4 States shall have the right (1) to prosecute defendant and any of
5 its directors, executives, managers and employees on the count to
6 which it pleaded guilty, (2) to reinstate any counts that may be
7 dismissed or not pursued pursuant to this Plea Agreement, and (3)
8 to file any new charges that would otherwise be barred by this
9 Plea Agreement. The decision to pursue any or all of these
10 options is solely in the discretion of the United States
11 Attorney's Office. By signing this Plea Agreement, defendant
12 agrees to waive any objections, motions, and defenses it might
13 have to the United States's decision. Defendant specifically
14 agrees not to raise any objections based on the passage of time
15 with respect to such counts including, but not limited to, any
16 statutes of limitation or any objections based on the Speedy
17 Trial Act or the Speedy Trial Clause of the Sixth Amendment.

18 (c) Defendant understands that by pleading guilty he
19 is waiving all of the rights set forth above. Defendant
20 acknowledges that its attorney has explained to it those rights
21 and the consequences of its waiver of such rights.

22 11. Right to Counsel

23 Defendant understands that it has a right to counsel
24 throughout its case from its initial appearance through its trial
25 or guilty plea, or any dismissal of the case against it, and
26 through and including any sentencing. If not for the waiver of
27 appeal rights in this Plea Agreement, defendant would also have a
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1 right to counsel on a direct appeal in its case.

2 12. Questions by Court

3 Defendant understands that, if the Court questions
4 MICHAEL D. KIDD, its President, Chief Executive Officer and duly-
5 authorized representative, under oath, on the record, and in the
6 presence of counsel about the offense to which it has pleaded
7 guilty, his answers, if false, may later be used against him in a
8 prosecution for perjury. His answers, if false, may also be used
9 against the corporate defendant, its directors, executives,
10 managers and employees in a prosecution for conspiracy to commit
11 perjury.

12 13. Entire Plea Agreement

13 (a) Other than this Plea Agreement, no agreement,
14 understanding, promise, or condition exists between the United
15 States and defendant. Nor will any such agreement,
16 understanding, promise, or condition exist unless it is committed
17 to writing and signed by defendant, counsel for defendant, and
18 counsel for the United States.

19 (b) This plea of guilty is freely and voluntarily made
20 and is not the result of force or threats, or of any promises
21 apart from those specifically set forth in this Plea Agreement.

22 14. Court

23 Defendant understands that the Court must consult the
24 Federal Sentencing Guidelines (as promulgated by the Sentencing
25 Commission pursuant to the Sentencing Reform Act of 1984, 18
26 U.S.C. §§ 3551-3742 and 28 U.S.C. §§ 991-998, and as modified by
27 United States v. Booker and United States v. Fanfan, 543 U.S.

1 220, 125 S. Ct. 738 (2005)), and must take them into account when
2 determining a final sentence. Defendant understands that the
3 Court will determine a non-binding and advisory guideline
4 sentencing range for this case pursuant to the Sentencing
5 Guidelines. Defendant further understands that the Court will
6 consider whether there is a basis for departure from the
7 guideline sentencing range (either above or below the guideline
8 sentencing range) because there exists an aggravating or
9 mitigating circumstance of a kind, or to a degree, not adequately
10 taken into consideration by the Sentencing Commission in
11 formulating the Guidelines. Defendant further understands that
12 the Court, after consultation and consideration of the Sentencing
13 Guidelines, must impose a sentence that is reasonable in light of
14 the factors set forth in 18 U.S.C. § 3553(a).

15 15. Presentence Report

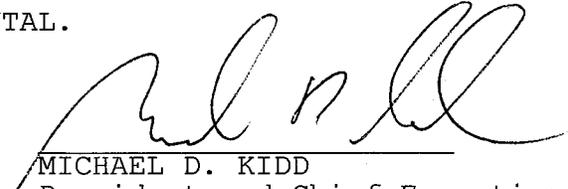
16 Defendant understands that the United States Probation
17 Office is not a party to this agreement and may conduct an
18 independent investigation of defendant's activities and his
19 background. It may then prepare a presentence report which it
20 will submit to the Court as its independent sentencing
21 recommendation. In such an instance, the United States will
22 fully apprise the Probation Office, as well as the Court, of the
23 full and true nature, scope and extent of defendant's criminal
24 activities, including information on its background and criminal
25 history. However, in this case, the defendant will waive the
26 production of a Presentence Report and, along with the United
27 States, will jointly request that the Court sentence it

1 immediately upon entering a plea of guilty as outlined in this
2 Plea Agreement.

3 APPROVALS AND SIGNATURES

4 A. MICHAEL D. KIDD: I, MICHAEL D. KIDD, hereby
5 expressly acknowledge the following action, as President and
6 Chief Executive Officer of PROFESSIONAL ASBESTOS REMOVAL
7 CORPORATION, aka, PARC ENVIRONMENTAL and a duly-authorized
8 representative of the defendant, which I have taken in regards to
9 this Plea Agreement: (1) The Board of Directors of PROFESSIONAL
10 ASBESTOS REMOVAL CORPORATION, aka, PARC ENVIRONMENTAL has vested
11 in me corporate authority to enter into and execute this Plea
12 Agreement; (2) I have read this Plea Agreement in its entirety;
13 (3) I have carefully reviewed every part of this Plea Agreement
14 with the corporate attorney for PROFESSIONAL ASBESTOS REMOVAL
15 CORPORATION, aka, PARC ENVIRONMENTAL; (4) I fully and completely
16 understand each and every one of its terms; (5) I am fully
17 satisfied with the advice and representation provided to
18 PROFESSIONAL ASBESTOS REMOVAL CORPORATION, aka, PARC
19 ENVIRONMENTAL by its attorney; and (6) I have signed this
20 agreement voluntarily, based on the corporate authority vested in
21 me by the Board of Directors of PROFESSIONAL ASBESTOS REMOVAL
22 CORPORATION, aka, PARC ENVIRONMENTAL.

23
24 Dated: 11/23/09


MICHAEL D. KIDD
President and Chief Executive
Officer, Duly Authorized
Representative for Defendant
PROFESSIONAL ASBESTOS REMOVAL
CORPORATION, aka, PARC
ENVIRONMENTAL

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3 B. Defense Counsel: The undersigned is counsel for
4 PROFESSIONAL ASBESTOS REMOVAL CORPORATION, aka, PARC
5 ENVIRONMENTAL. In connection with such representation, I
6 acknowledge that: 1) I have discussed this Agreement with my
7 client by and through its President and Chief Executive Officer
8 and duly-authorized representative in this Plea Agreement; (2) I
9 have fully explained each one of the Plea Agreement's terms to my
10 client by and through its President and Chief Executive Officer
11 and duly-authorized representative in this Plea Agreement; (3) I
12 have fully answered each and every question put to me by my
13 client, by and through its President and Chief Executive Officer
14 and duly-authorized representative in this Plea Agreement,
15 regarding this Plea Agreement; and (4) I believe my client, by
16 and through its President and Chief Executive Officer and duly-
17 authorized representative in this Plea Agreement, completely
18 understands all of the Plea Agreement's terms.

19 Dated: 11/23/09

Anthony P. Capozzi
ANTHONY P. CAPOZZI
Attorney for Defendant
PROFESSIONAL ASBESTOS REMOVAL
CORPORATION, aka, PARC
ENVIRONMENTAL

23 C. Attorney for United States: I accept and agree to
24 this Plea Agreement on behalf of the United States of America.

25 Dated: 11/23/09

BENJAMIN B. WAGNER
United States Attorney

26
27 By: *Marlon Cobar*
MARLON COBAR
Assistant U.S. Attorney

APPENDIX "A" TO PLEA AGREEMENT

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
CASE NUMBER: 1:09-CR-00454-AWI**

Special Conditions of Three-Year Term of Court Probation

1. All submissions and reporting to the State of California, Department of Toxic Substances Control (hereinafter, "DTSC") required by the special conditions in this Appendix or by the Plea Agreement in this case will be made to the following official:

Enrique Baeza
Supervising Criminal Investigator
California Department of Toxic Substances Control
1001 "I" Street, P.O. Box 806
Sacramento, California 95812-0806
ebaeza@dtsc.ca.gov
(916) 324-3960

2. All requirements listed in this Appendix shall be completed by Professional Asbestos Removal Corporation, aka, PARC Environmental, (hereinafter "PARC") within six (6) months of the entry of the plea of guilty as per the attached Plea Agreement.
3. During the three-year term of probation, PARC will abide by all applicable local, state and federal laws and regulations governing the conduct of its business. This includes, but is not limited to, following all applicable laws and regulations under the Federal Resource Conservation and Recovery Act.
4. PARC will develop, publish and institute an ethics policy, as approved by DTSC, and ensure that every employee is trained in that policy, signing an acknowledgment intending to abide by it. Records of the policy, training and signed acknowledgements must be kept on file for the term of probation and provided to DTSC upon request.
5. PARC will develop and implement a company policy which requires that an approved profile to an approved destination facility be obtained prior to transportation of waste from the generator site. PARC will have the written policy signed by all employees who transport waste. Upon request, said policy will be provided to DTSC.

6. PARC will conduct at least a weekly training or meeting with its staff to discuss safety and compliance standards. Attendance and signature of participants will be taken at each training or meeting. Attendance records of training or meetings will be kept for the term of probation and will be provided to DTSC upon request. All crews must be involved in the safety and compliance meetings or trainings, unless the crews are not interchangeable. This training should include the following compliance requirements:
 - a. All hazardous or non-hazardous materials and/or waste must be shipped on the appropriate shipping document (manifest or bill of lading).
 - b. All manifests or bills of lading must be accurately and truthful according to the U.S. Department of Transportation standards. This requirement is to include truthfully representing which personnel, identified by name, worked on a particular project; and that an authorized agent for the generator on all projects must sign the manifest.
 - c. All containers and shipments of hazardous or non-hazardous materials and/or waste must be properly labeled with an appropriate label. (i.e. hazardous waste labels, non-hazardous waste, medical waste, non-DOT non-regulated waste, universal waste, etc.)
 - d. Assign one person to be responsible and accountable to receive, track and ship hazardous waste from the facility. The person will maintain a log of all shipments indicating the date of arrival and departure from the PARC facility.
 - e. All records must be kept for at least the statutory three years and provided immediately to DTSC staff upon request.
 - f. Develop and implement the use of a checklist of the compliance requirements in Sections 5a-5d above, for use at the "tail-gate" meeting listed in Section 9 of this Appendix.
7. For the term of probation, all employees dealing with or handling hazardous materials, manifests and bills of lading are required to attend and successfully pass Modules I to V of the California Compliance School Training. Forepersons must go to the California Compliance School. Technicians and drivers must go to the Hazardous Material Transportation 8-Hour Training. Abatement crews who are not interchangeable are excluded from this requirement.

8. PARC will develop and implement a training plan for new employees incorporating their attendance at the California Compliance School Training. The training plan must be submitted to DTSC within 30 days of the date on which the Plea Agreement in this case is executed. Specifically, under this training plan, all new employees dealing with or handling hazardous materials, manifests and bills of lading are required to attend and successfully pass Modules I to V of the California Compliance School Training. Forepersons must go to the California Compliance School. Technicians and drivers must go to the Hazardous Material Transportation 8-Hour Training. Abatement crews who are not interchangeable are excluded from this requirement.
9. PARC will hire a full-time regulatory compliance officer with education, training and experience in the hazardous waste operations field acceptable to DTSC. DTSC will first approve the hiring of such an officer. If PARC has already hired said officer, the person and the person's qualifications will still need to be presented to DTSC for its approval.
10. PARC will develop and implement a mandatory policy to conduct a "tail-gate" meeting at the customer site at the beginning and end of each work day. PARC must have at least a 5-minute tailgate meeting before starting work on the site and prior to leaving the site.
11. PARC will prepare an inventory list of all materials (i.e. drums, containers, vermiculite, etc.) taken to a customer site. PARC will also record the materials used and the number returned.
12. PARC will develop and implement a policy whereby a job sheet, which indicates time on site, as well as materials used and number of drums or containers shipped is signed by the customer. These jobs sheets will be applicable to all hazmat jobs, not abatement jobs. Additionally, PARC will ensure that the following requirements are met at every hazmat job:
 - a. A proper description of the waste or materials removed from the site must be listed on the job order. PARC will prepare a profile for each waste stream per job, per site, listing the proper shipping name and profile number for the job order.
 - b. The job order must be signed by the generator and by PARC prior to leaving the site or transportation of waste. PARC will develop a document that will list the hours spent on the job, waste taken, and materials used. A copy must be left with the generator and a copy must remain in the job folder.

13. PARC will ensure that all employees that are assigned to work on any clandestine drug lab clean-up sites, will first fully undergo and complete a criminal background check to the satisfaction of the contract for service with any local, state or federal law enforcement or governmental agency. Upon DTSC request PARC must submit proof that it has met this requirement through a packet documenting completion of background checks.
14. PARC will not store waste in a connex box, as DTSC has determined that placing the waste in a connex box does not constitute in transit. Additionally, PARC will adhere to the following standards:
 - a. Waste will be placed in a truck or van trailer while it is onsite at PARC. PARC will either not lift roll-offs containing drums; or inspect containers for leakage after lift.
 - b. PARC will keep manifests in the driver's side seat or according to U.S. Department of Transportation guidelines for hazardous waste/materials in transit.
 - c. Waste in transit will remain in original containers and will not be handled except to transfer it from one vehicle to another for the purposes of consolidation. PARC must be able to track any waste in transit.
15. PARC will provide consent to DTSC for unannounced inspections at its business locations and clean-up sites during normal business hours. Consent will be for the duration of the term of probation.
16. Hazardous waste/materials that are abandoned or left at PARC's facilities by unknown entities will be properly logged and inventoried. PARC will certify that such wastes have been abandoned prior to transportation and disposal of the waste.
 - a. At no time will PARC treat or consolidate hazardous waste and materials unless it has applied for and received a permit to do so.
 - b. Records and an inventory must be kept on file for a period of five years. This is a separate record for materials that PARC has previously stated have been abandoned at their facility. The records must refer to the manifest numbers and be shipped according to hazardous waste generator requirements.