BEFORE THE TUOLUMNE COUNTY LOCAL SOLID WASTE HEARING PANEL

In re the Petition of DORRIYA ANDERSON, CRAIG ANDERSON, JAMES ROBERTS, JOANN ROBERTS, FRANK FERNANDEZ, ANTONIO FERNANDEZ, JIM FERNANDEZ, JULIE BRITT, and PATRICIA REH, Petitioners,

for Hearing Regarding Alleged Failure to Act by the Tuolumne County Local Enforcement Agency (Pub. Res. Code §§ 44307, 44310) — Site: 18955 Industry Way, Sonora, CA (APN 097-090-010; SWIS No. 55-AA-0017)

RESPONSE OF THE TUOLUMNE COUNTY LOCAL ENFORCEMENT AGENCY TO THE PETITION AND STATEMENT OF ISSUES

(Pub. Res. Code § 44310)

Petition received: September 15, 2026

Response served: September 30, 2026

Hearing date: October 15, 2026

I. Introduction and Summary of Position

The Tuolumne County Environmental Health Department, the certified Local Enforcement Agency for solid waste in Tuolumne County (the "LEA"), submits this written response to the Statement of Issues under Public Resources Code section 44310(a)(4). The LEA does not dispute that the Panel must convene a hearing on the Petition; section 44307 makes a hearing mandatory upon the filing of a petition alleging a failure to act. The LEA disputes the Petition's central premise that the LEA "failed to act."

The record is to the contrary. Over more than two years, the LEA, coordinating with CalRecycle and the Central Valley Regional Water Quality Control Board, pursued an escalating course of solid-waste enforcement at the Site: a written violation determination and Opportunity to Correct served on the owners in March 2024 (Exhibit 1); a multi-agency site inspection in September 2024 (Exhibit 2); listing of the Site in the state Solid Waste Information System (Exhibit 3); a formal determination in 2025 that the Site was an unpermitted inert-debris disposal site, coupled with Notification-tier requirements and operating limits (Exhibit 6); a clarification letter in December 2025 (Exhibit 7); and a removal-and-testing letter in May 2026 (Exhibit 8), followed by the retention of a third-party consultant to collect samples (Exhibit 9). The single step that remains incomplete is obtaining sampling of the material that remains on the parcel. This has not occurred because the operator canceled the scheduled sampling and has twice refused the LEA access to the Site. The cause of the remaining gap is the operator's obstruction, not LEA inaction.

Several of the Petition's issues rest on a misreading of the LEA's May 11, 2026 letter, which set three categories of material with three different obligations. One category was ordered removed (not tested), a second slated for asbestos sampling, and a third for crystalline-silica sampling. The material the Petition complains was "removed without testing" was the

category the letter expressly ordered removed. Post-directive laboratory analysis of that removed asphalt returned no asbestos detected. (Exhibit 11).

The LEA respectfully requests that the Panel find the LEA did not fail to act as required by Division 30 and the applicable regulations, and deny the relief the Petition seeks, subject to the LEA's continuing enforcement described below.

II. General Response

1. Hearing required. The LEA acknowledges the Panel's obligation under Public Resources Code sections 44307 and 44310 to provide notice, a hearing within 30 days of the Petition's receipt, this written response no less than 15 days before the hearing, and a written decision within 5 days after the hearing concludes.

2. General denial of the failure-to-act allegations. Except as expressly admitted herein, the LEA denies each allegation that it failed to act. The LEA denies that it ignored, disregarded, or refused to enforce the state minimum standards at the Site.

3. Matters admitted. The LEA admits that the Site is located at 18955 Industry Way (APN 097-090-010); that the LEA issued the May 11, 2026 letter; that the LEA determined the Site was not permitted for inert-debris solid-waste disposal; that confirmatory sampling of material remaining on the parcel has not been completed; and that the operator canceled scheduled sampling and refused the LEA access to the Site in August 2026 (Exhibit 10).

III. Threshold and Scope Matters

4. The Panel's failure-to-act jurisdiction is limited to Division 30 duties. Public Resources Code section 44307 authorizes review only of a failure to act "as required by" Part 4, Part 5, or Part 6 of Division 30, or a CalRecycle regulation adopted under those parts. Several issues the Petition raises include other regulations outside the Panel's review on a failure-to-act petition including the asbestos Airborne Toxic Control Measure administered by the Air Pollution Control District (17 C.C.R. §§ 93105, 93106), hazardous-waste characterization under Title 22 administered through the Certified Unified Program Agency, and land-use and zoning enforcement under the Tuolumne County Ordinance Code. To the extent the Petition asks the Panel to adjudicate the LEA's performance under those separate regulations, those issues fall outside section 44307's failure-to-act review and should be set aside or given no weight.

5. Timeliness - Allegations the Petitioners discovered more than 30 days before filing are untimely. A failure-to-act petition must be filed within 30 days from the date the petitioner discovered, or reasonably should have discovered, the facts on which the allegation is based (Pub. Res. Code § 44310(a)(1)(B)). The petition was filed September 15, 2026, making the discovery cutoff August 16, 2026. An allegation resting on facts the Petitioners knew, or reasonably should have known, before that date is untimely, and a "continuing failure" theory cannot revive it. The Petitioners' own correspondence shows they discovered the facts underlying several allegations well outside the 30-day window. (See Exhibit 13, Attorney for Petitioner's enforcement-demand letter dated June 2, 2026). Those allegations are untimely and should be disregarded. The LEA does not contend the Petition as a whole

is untimely; the one allegation in Petitioners' Statement of Facts, ¶ 28, that does survive concerns the removal of asphalt from the subject property on or about September 4 and September 9, 2026 which does fall within 30 days of the filing.

6. There is no interim-relief for a failure-to-act petitioner, and the requested interim relief is now moot. The Division 30 hearing regulations do not provide for an expedited or pre-hearing interim-relief for a person petitioning the agency to act. The LEA may therefore proceed on the ordinary section 44310 timeline. In any event, the Petitioners' interim-relief request for preservation of evidence is now moot as the Tuolumne County Superior Court in Anderson et al. v. Slaton et al., No. CV68663 issued a temporary restraining order preserving the subject material and ordering the County itself to preserve the evidence and records, and conduct testing through a court-supervised protocol. The evidence is already secured by court order. (Exhibit 12).

IV. Response to Petitioners' Statement of Issues

A. The LEA acted and escalated (Issues 1, 2, 6, 7, 9, 14)

7. The allegation that the LEA "failed to investigate, inspect, document, and enforce" (Issue 1) is refuted by a continuous enforcement record:

Date	LEA / County enforcement action
Mar. 19, 2024	Opportunity to Correct (Case 22-614 / SW22-118): Notification that the site may be operating a construction-and-demolition / inert-debris recycling facility, and a possible engineered-fill facility, in violation of TCOC § 08.05.035; correction order to contact CalRecycle by May 22, 2024. (Exhibit 1)
Sept. 18, 2024	Multi-agency site inspection (LEA, CalRecycle, Water Board); operator directed to cease fill, processing, and stockpiling pending review. (Exhibit 2).
Oct.–Nov. 2024	LEA lists the Site in the state Solid Waste Information System; SWIS No. 55-AA-0017 created. (Exhibit 3).
Nov. 21, 2024	CalRecycle advises the LEA to treat the Site as a Closed Illegal Disposal Site subject to periodic inspections. (Exhibit 4)
May 14, 2025	LEA enforcement letter formally determines the fill an unpermitted inert-debris solid-waste disposal site; imposes Notification-tier requirements (14 C.C.R. §§ 17381–17386), 30-day submittals, and operating standards. (Exhibit 6).
Dec. 19, 2025	LEA clarification letter (controlling document): no additional Type A inert-debris fill may be added; 15-cubic-yard surface-storage cap; no on-site processing. (Exhibit 7).

May 11, 2026	LEA removal-and-testing directive (see Section IV.B). (Exhibit 8)
May 19, 2026	LEA executes a work order retaining a third-party consultant (Condor Earth) to collect the samples. (Exhibit 9).
May-June, 2026	Operator cancels sampling and refuses the LEA access. (Exhibit 10).
Sept. 17, 2026	LEA executes a new work order retaining a third-party consultant (Condor Earth) to collect the samples.

8. Sampling and characterization within a reasonable time (Issue 2). The LEA directed sampling on May 11, 2026, and, within eight days, executed a consultant work order to perform it. The LEA scheduled the sampling; the operator canceled it and then refused access. A statutory duty to enforce does not become a failure to act when the regulated party obstructs the very inspection the agency has arranged. The remaining delay is attributable to the operator, and the temporary restraining order in Anderson et al. v. Slaton et al., No. CV68663 requiring a court approved testing and sampling protocol.

9. Notification-tier, storage-time, recordkeeping, and minimum-standard requirements (Issue 6). The LEA imposed Notification-tier requirements and operating limits in its May 14, 2025 letter and confirmed those limits (no additional fill; 15-cubic-yard storage cap; no processing; all intake of product to be source separated) in its December 19, 2025 controlling letter. The burden to demonstrate that stored material qualifies for any exclusion, and that it is genuinely accumulated for viable reuse within the applicable storage clocks, rests on the owner and operator (14 C.C.R. §§ 17382(b), 17381.1), who kept no source, tonnage, or analytical records. The LEA's evaluation and enforcement of these standards is ongoing.

10. Escalation of enforcement response (Issue 7). Under Title 14, section 18084(d), an LEA is "taking appropriate enforcement action" so long as the operator is making timely progress toward compliance or, if not, the LEA is escalating its response. The record shows continuous escalation from Opportunity to Correct, to inspection, to an unpermitted-site determination with operating limits, to a removal-and-testing directive, to retention of a sampling consultant. The LEA increased its response as compliance stalled, which is precisely what section 18084(d) requires.

11. Protections proposed to CalRecycle / Notice of Action (Issue 9). The regulations vest the LEA with discretion over the form of long-term protection for the fill. The LEA has documented interim protections (stormwater controls, storage limits, no-additional-fill and no-processing conditions) and continues to evaluate whether a recorded Notice of Action or another instrument is required or appropriate. The choice among protective measures is a matter committed to the LEA's judgment, not a discrete duty the LEA has failed to perform.

12. Consistency with CalRecycle communications (Issue 14). The LEA coordinated with CalRecycle throughout, including on the Site's classification and closure path. Interagency deliberation about the appropriate regulatory characterization of the Site is evidence of

engagement, not of a failure to act, and does not establish that any mandatory Division 30 duty went unperformed.

B. The removal-based issues rest on a misreading of the May 11 letter (Issues 4, 10, 11, 15, 16)

13. The May 11, 2026, letter set three categories of material, each with a different obligation:

Material	May 11 obligation	Testing required
Uncrushed asphalt inert debris with serpentine adherence	Remove from the parcel and dispose at an approved facility, with dust control; submit a removal plan, destination, and disposal/recycling receipts	No — removal only
Crushed material containing serpentinite	Asbestos sampling by a third-party consultant under chain of custody	Yes — asbestos
Crushed concrete inert-debris mix (no asphalt)	Sampling for crystalline-silica content	Yes — silica

14. On the LEA's account, the material hauled away was the first category, the uncrushed serpentine-adhered asphalt, which the directive ordered removed, not tested. Its removal was therefore compliant with the letter, not a failure to enforce a testing requirement (Issues 4, 11, 16). The letter independently required removal within 30 days of any material stored without documentation of its storage duration, and the operator kept no such records. The operator's own verified Answer in the civil action admits that a government directive required removal of the uncrushed serpentine-adhered asphalt with dust control and that the directive was followed under agency supervision.

15. Post-removal laboratory analysis confirms the LEA's characterization of the uncrushed asphalt. A September 11, 2026 bulk-sample analysis (Precision Micro-Analysis Report No. 260911012) of two asphalt samples returned "no asbestos detected" for each.

16. Two categories remain on site and are the subject of the LEA's continuing effort to sample. The residual pile of crushed concrete, and crushed material for which the LEA scheduled for sampling and that the operator blocked. The Petition's Issue 10 and Issue 15 concerns that potentially relevant material was removed before testing, and that "crushed concrete" was not tested for silica before removal. These are addressed by the category distinction above and by the LEA's ongoing, court-coordinated effort to characterize the material that does remain. The burden to prove the material is excluded "inert debris" is the operator's, not the LEA's (14 C.C.R. § 17382(b)); the LEA has not accepted, and need not accept, the operator's unverified characterization (Issue 15).

17. On-site presence of County officials during removal (Issue 11). The presence of LEA, Community Development, and Air Pollution Control officials at the September 2026 removal

reflects agency supervision of a removal the LEA had itself requested, not a failure to stop an unauthorized act. Officials had no obligation, and no sound basis, to halt a removal the LEA's own May 11th letter requested, and where no court preservation order was then in place (none issued until September 17, 2026). Later laboratory analysis confirmed the removed pile contained no asbestos. (Exhibit 11).

C. Enforcement method issues are at the LEA's discretion (Issues 3, 8, 12)

18. Choice of access method and pace (Issue 3). The LEA's duty to enforce does not dictate the particular manner of enforcement. Pursuing voluntary compliance before resorting to a compulsory process is a reasonable exercise of enforcement discretion. The LEA's approach satisfied its obligations under sections 43209, 44100, and 44101 and Title 14, sections 18081, 18084, and 18303.

19. Referrals and interagency coordination (Issue 8). The record documents extensive coordination with, and referral to, the agencies with concurrent jurisdiction; CalRecycle, the Central Valley Regional Water Quality Control Board, and the Air Pollution Control District. Section 43209(b)'s requirement to request enforcement by the appropriate agencies was met through ongoing coordination. (Exhibits 2, 4, 5).

20. Reliance on the operator's characterizations (Issue 12). The LEA did not accept the operator's characterization of the Site material as a substitute for verification. The LEA determined the Site to be an unpermitted disposal site and enlisted the technical expertise of the Waterboard and CalRecycle to determine if there would be a leaching hazard from the fill and required independent sampling of particular surface debris piles. The burden to substantiate any exclusion is the operator's. This issue does not identify a mandatory Division 30 act the LEA failed to perform.

D. The cease-and-desist question (Issues 5, 13)

21. Issues 5 and 13 present the question whether the LEA was required to issue a cease-and-desist order under Public Resources Code section 44002(b) and failed to do so. The LEA's position is as follows:

Section 44002(b) requires a cease-and-desist order once the enforcement agency "determines that a person is operating a solid waste facility in violation of subdivision (a)." The predicate for that order is a determination of unpermitted operation. Throughout the relevant period, the LEA proceeded on a good-faith classification question: whether the Site qualified as a permit-exempt inert-debris recycling center under 14 C.C.R. § 17381.1, which provides that a qualifying recycling center "shall not be subject to any other requirements of this Article." The LEA's May 14, 2025 and December 19, 2025 letters expressly contemplated the Site potentially operating as a recycling center. While that classification question remained open, the LEA used graduated enforcement; operating limits, a controlling clarification letter, and a removal-and-testing notice to make the appropriate determination. Further, there were periods of inactivity on the site. The LEA will continue to evaluate if operator fails to come into compliance and a cease-and-desist order becomes necessary subject to Section 44002(b).

V. Response to the Requested Interim Protection

24. The LEA reiterates (Section III, ¶ 6) that Division 30 affords a failure-to-act petitioner no interim-relief track, and that the Superior Court's September 17, 2026 temporary restraining order already preserves the subject material and directs the County to preserve evidence and records, requiring testing through a court-supervised protocol. The interim preservation the Petition seeks is therefore moot.

VI. Response to the Requested Decision and Relief

25. Relief ¶¶ 1–2 (timeliness; neutral tribunal). The LEA agrees the Panel should provide the notices, hearing, response, and written decision required by section 44310, and that a currently authorized, neutral hearing panel or officer should preside, with the resolution, appointment, qualifications, and procedures disclosed. The LEA reiterates (Section III, ¶ 5) that states that allegations that fall outside the 30-day window are untimely and therefore not subject to review.

26. Relief ¶ 3 (finding of failure to act). The LEA requests that the Panel decline to find a failure to act for the reasons stated in this Response.

27. Relief ¶¶ 4–8, 10–12 (access, sampling, preservation, compliance schedule, referrals). The LEA does not oppose a framework for site access and testing which is now governed by the Superior Court's order. The LEA objects to any relief that would direct the manner or pace of enforcement in a way that displaces the LEA's statutory discretion, duplicate or conflict with the court-supervised protocol in Anderson v. Slaton, or compel the LEA to act as a private party's evidence-preservation agent.

28. Relief ¶ 9 (cease-and-desist). Addressed in ¶¶ 21. The LEA will issue the section 44002(b) order or document in writing why the predicate is not met or no longer necessary.

29. Relief ¶ 13 (retained jurisdiction). The LEA does not oppose the Panel retaining jurisdiction to confirm compliance with any decision, within the limits of the Panel's statutory authority.

30. Relief ¶ 14 (attorney fees**).** The LEA opposes any award of attorney fees. Fee authority, if any, lies with a court, not this Panel. The LEA reserves all objections to any later fee request.

VII. Conclusion and Prayer

For the reasons stated, the Tuolumne County Local Enforcement Agency respectfully requests that the Panel:

1. Find that the LEA did not fail to act as required by Part 4, Part 5, or Part 6 of Division 30 or the regulations adopted thereunder.

2. Deny the requested interim protection as unavailable under Division 30 and moot in light of the Superior Court's September 17, 2026 order;

3. Deny any relief requested that: 1) is untimely pursuant to (Pub. Res. Code § 44310(a)(1)(B), 2) would displace the LEA's enforcement discretion, 3) duplicate or conflict with the court-supervised protocol in Anderson v. Slaton, or 4) compel the LEA to act as a private litigant's preservation agent;

4. Deny any award of attorney fees; and

5. Grant such other relief consistent with this response as the Panel deems appropriate.

Dated: 9/30, 2026

Respectfully submitted,

Todd James, Deputy County Counsel
Office of the County Counsel, County of Tuolumne
Attorney for Respondent Tuolumne County Local Enforcement Agency

Evidence List / Supporting Record

The LEA relies on and, at or before the hearing, will lodge the following record.

1. Opportunity to Correct, Case 22-614 (SW22-118), dated March 19, 2024.

2. Site Observation Report - September 18, 2024 multi-agency inspection.

3. SWIS Facility/Site data-entry form.

4. CalRecycle November 21, 2024 communication regarding Closed Illegal Disposal Site treatment.

5. Letter to Calrecycle September 12, 2025.

6. LEA enforcement letter (signed May 14, 2025) determining the Site an unpermitted inert-debris solid-waste disposal site and imposing Notification-tier requirements.

7. LEA clarification letter (signed December 19, 2025) document on permissible activities.

8. LEA removal-and-testing letter dated May 11, 2026.

9. Condor Earth work order dated May 19, 2026, and related sampling-scheduling correspondence.

10. Correspondence documenting the operator's August 18, 2026 cancellation/refusal of access.

11. Precision Micro-Analysis Report No. 260911012 (dated September 11, 2026) — "no asbestos detected."

12. The Superior Court's September 17, 2026 temporary restraining order and evidence-preservation order in Anderson v. Slaton, No. CV68663.

13. Attorney for Petitioners letter demanding immediate enforcement action dated June 2, 2026.

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In re the Petition of DORRIYA ANDERSON, CRAIG ANDERSON, JAMES ROBERTS, JOANN ROBERTS, FRANK FERNANDEZ, ANTONIO FERNANDEZ, JIM FERNANDEZ, JULIE BRITT, and PATRICIA REH,

Petitioners,

for Hearing Regarding Alleged Failure to Act by the Tuolumne County Local Enforcement Agency (Pub. Res. Code §§ 44307, 44310)

Site: 18955 Industry Way, Sonora, CA (APN 097-090-010; SWIS No. 55-AA-0017)

DECLARATION OF TODD JAMES IN SUPPORT OF THE RESPONSE OF THE TUOLUMNE COUNTY LOCAL ENFORCEMENT AGENCY

I, Todd James, declare:

1. I am a Deputy County Counsel for the County of Tuolumne and one of the attorneys of record representing the County and the Tuolumne County Environmental Health Department, the certified Local Enforcement Agency ("LEA"), in this matter. I make this declaration in support of the LEA's Response to the Petition and Statement of Issues concerning 18955 Industry Way, Sonora (the "Site"). The matters stated are within my personal knowledge, except those stated on information and belief, and as to those I believe them to be true. If called as a witness, I could and would testify competently to them.

2. In the course of representing the County and the LEA in this matter, I have obtained and reviewed the documents attached as Exhibits 1 through 13. Each exhibit is a true and correct copy of the document it purports to be — comprising records of the LEA maintained in the ordinary course of its enforcement activities and provided to me, correspondence sent or received by the County, and records of the Superior Court — as those documents are maintained in the files of the Office of County Counsel and the LEA for the Site.

3. **Exhibit 1** is a true and correct copy of the Opportunity to Correct in Case 22-614 (SW22-118), dated March 19, 2024, issued by the County concerning the Site.

4. **Exhibit 2** is a true and correct copy of the Site Observation Report documenting the multi-agency inspection of the Site conducted on September 18, 2024.

5. **Exhibit 3** is a true and correct copy of the Solid Waste Information System (SWIS) Facility/Site/Operation data-entry form for the Site (SWIS No. 55-AA-0017), submitted by the LEA.

6. **Exhibit 4** is a true and correct copy of the November 21, 2024 communication from CalRecycle to the LEA regarding treatment of the Site as a Closed Illegal Disposal Site.

7. **Exhibit 5** is a true and correct copy of the LEA's September 12, 2025 letter to CalRecycle concerning the Site.

8. **Exhibit 6** is a true and correct copy of the LEA's enforcement letter, signed May 14, 2025, determining the Site to be an unpermitted inert-debris solid-waste disposal site and imposing Notification-tier requirements.

9. **Exhibit 7** is a true and correct copy of the LEA's clarification letter, signed December 19, 2025, addressing activities not subject to LEA permitting and the existing unpermitted fill.

10. **Exhibit 8** is a true and correct copy of the LEA's removal-and-testing letter dated May 11, 2026, concerning the removal of pile(s) containing serpentinite and testing of crushed material at the Site.

11. **Exhibit 9** is a true and correct copy of the work order dated May 19, 2026 by which the LEA retained Condor Earth Technologies, Inc. to collect samples at the Site, together with related sampling-scheduling correspondence.

12. **Exhibit 10** is a true and correct copy of correspondence documenting the operator's cancellation of the scheduled sampling and refusal of LEA access to the Site in August 2026.

13. **Exhibit 11** is a true and correct copy of Precision Micro-Analysis Report No. 260911012, dated September 11, 2026, as received and maintained in the LEA's records for the Site.

14. **Exhibit 12** is a true and correct copy of the temporary restraining order and evidence-preservation order issued on September 17, 2026 by the Superior Court of California, County of Tuolumne, in Anderson et al. v. Slaton et al., No. CV68663.

15. **Exhibit 13** is a true and correct copy of the June 2, 2026 letter from counsel for Petitioners demanding immediate enforcement action, which the County received.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 9/30, 2026, at Sonora, California.

TODD JAMES Deputy County Counsel, County of Tuolumne

EXHIBIT 1

Opportunity to Correct, Case 22-614 (SW22-118), dated March 19, 2024

COMMUNITY DEVELOPMENT DEPARTMENT
Physical Address: 48 WEST YANEY STREET
Mailing Address: 2 SOUTH GREEN STREET
SONORA, CA 95370
(209) 533-5633

OPPORTUNITY TO CORRECT

Date: 03/19/2024 **Case:** 22-614 (SW22-118) **APN:** 097-090-010 **Current Zoning:** BP

Address of Violation: 18955 INDUSTRY WAY, SONORA, CA 95370

Resident/Tenant: SLATON, BRUCE

Property Owner: WOODWORTH, ROBERT; WOODWORTH, DIANE & SLATON, JOHN LAMAR 1/2

Mailing Address: PO BOX 1031, SOULSBYVILLE, CA 95372

You are hereby advised that on 02/22/2024 at approximately 10:00 A.M it was determined that a violation of the Tuolumne County Ordinance Code was found to exist at 18955 INDUSTRY WAY, SONORA, CA 95370.

Violation Code Section: Section 08.05.035 of the Tuolumne County Ordinance Code.

Details of Violation:

1. Operating a construction and demolition/Inert Debris recycling facility.
2. Operating a possible engineered fill facility.

To correct the violation(s) indicated above, the following must be done:

1. Contact the California Department of recycling (CalRecycle) at **(916) 322-4027** and have them determine if the actions taking place on the parcel constitutes the operation of a Construction and demolition/Inert Debris recycling facility or other type of facility and/or engineered fill facility.
2. Any findings and determinations made by CalRecycle is to be reported to Tuolumne County Code Compliance.

VIOLATION(S) MUST BE CORRECTED BY THE DATE OF: 05/22/2024

If you need additional time to correct the violation, you must submit a written request to the Enforcement Officer who signed this Opportunity to Correct at the address provided above prior to the deadline for correction. The request must be in writing and must include a justification for any time extension and a defined plan to correct the violation within a reasonable time frame.

Penalty for Failure to Correct

Failure to correct the violation(s) in compliance with the Tuolumne County Ordinance Code by the date provided above, will result in your being issued a Notice and Order with a penalty of $1,000.00 and a recovery payment of $1,843 for a **total of $2,843.00**. You will also be given a time period in which you must correct the violation. Should you fail to comply within the time stated in the Notice and Order, you will be issued a Final Abatement Order with additional penalties. Any person who fails to correct a violation will be subject to the following:

- Issuance of a Notice and Order with fines and abatement costs that must be paid within thirty (30) days of issuance.
- Other permits or entitlements will not be approved for the parcel.
- Issuance of a Final Abatement Order with additional fines and abatement costs.
- The County may correct the violation and order you to pay the full cost for correcting the violation.
- Unpaid penalties or costs will result in the amounts being added to your tax bill subject to the same penalties and sale as unpaid taxes. A lien will be recorded against the property for the unpaid amounts.

Statute of Limitations - If you believe that the violation has been in existence for five (5) years prior to the date of this notice, you may request withdrawal of this Opportunity to Correct. A request for withdrawal must be submitted in writing to the Code Compliance Officer at the following address:

Code Compliance Officer
Building and Safety Division
2 South Green Street
Sonora, Ca 95370

A request for withdrawal must be submitted with evidence supporting your claim within fifteen (15) days of service of this Opportunity to Correct. The correction date listed in this Opportunity to Correct is stayed until fifteen (15) days after the Code Compliance Officer's decision is mailed to the owner and/or responsible person.

Notwithstanding the application of the Statute of Limitations, all allegations of activities being conducted on the subject premises without the required permits shall be referred to the County Assessors Office for potential reassessment.

Michael Gilles, Code Compliance Investigator

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EXHIBIT 2

Site Observation Report - September 18, 2024 multi-agency inspection

SITE OBSERVATION REPORT

Name/Location of Site: Bruce Slaton 18955 Industry Way Sonora, California 95370	**CalRecycle/LEA Representatives:** Debra Larson, REHS, Tuolumne County Local Enforcement Agency Stephanie Young, Senior WME[1], CalRecycle Michael Clegg, WME, CalRecycle
Date: September 18, 2024 Entry Time In: 10:45 AM Exit Time Out: 1:00 PM	**Report Prepared By:** Michael Clegg *Michael Clegg*
SWIS No: SWIS number has not been assigned.	

OTHER REPRESENTATIVES

Name	Title	Affiliation
Bruce Slaton	Operator	Private Individual
John Slaton	Landowner	Private Individual
Frank Russell	Attorney for Bruce Slaton	Dambacher, Trujillo & Russell
Brian Bell	Building Official	Tuolumne County
Lowell Cottle	Senior Environmental Scientist - Stormwater	Regional Water Quality Control Board
Alejandra Espinoza	Engineering Geologist - Stormwater	Regional Water Quality Control Board
Brad Shelton	Senior Engineering Geologist-Land Disposal	Regional Water Quality Control Board
John Murphy	Supervising Engineering Geologist – Land Disposal	Regional Water Quality Control Board

PURPOSE OF SITE OBSERVATIONS

The purpose of the site visit was to understand the fill operations conducted on the property, discuss the recent site material processes and future development with various agencies and the land owners. The site visit was only to gather information and not to make a determination of the type of landfill operation until further review and discussions are held.

OBSERVATIONS

CalRecycle arrived on site 15 minutes prior to the start of the scheduled meeting. The weather was partly cloudy skies with a slight chance of rain, no wind and the temperature were in the mid-60's. Other agencies present included Tuolumne County Local Enforcement Agency (LEA), Regional Water Quality Control Board (water board), Tuolumne County Building Official, the property owners and their attorney. After introductions, Mr. Slaton begun discussing the fill operations material processing occuring on his property. Mr. Bruce Slaton consented to CalRecycle taking photographs of the site. Approximate locations of the photographs are provided in Figure 1.

According to Mr. Slaton, sources of materials include:

- Pre-ground asphalt from a County road project that is stockpiled on site intended for re-use **(Photograph 1)**.
- Crushed materials consisting of concrete, tile, and brick that was processed at the Waste Management Earth Resources facility, transported to this site and stockpiled. Material is intended for re-use as base rock **(Photograph 2)**.

[1] Waste Management Engineer

- Unprocessed asphalt materials stockpiled on site come from various commercial and residential sources that Mr. Slaton's company works on. Mr. Slaton plans to process this material for re-use on site **(Photograph 3)**.
- Materials that go directly into the "fill" area include unprocessed blocks of concrete, tiles, and bricks. No asphalt is placed in the fill area. Compaction is not measured.
- Stockpiled wood piles from trees that were removed are allowed to dry out and will be transported to a facility in Merced. Mr. Slaton says the material will not be placed in the fill **(Photograph 4)**.
- Mr. Slaton stated that he does not have any records documenting sources of materials, volume, or tonnages received. In addition, Mr. Slaton stated he did not require that any of the incoming material be tested nor did he have any analytical data.

Mr. Slaton presented a plan that was prepared by Krazen & Associates dated May 2024 for site development. He has not provided this plan to the Local Enforcement Agency.

Mr. Bell stated that the County allowed the filling operation as part of a permit granted for building a manufactured home on the property. However, clean soil fill engineered with compaction requirements is required to be under the manufactured home. Inert material was allowed for the other areas not intended for structural use. The County did not specify a compaction requirement for the area that contains non-soil type fill material (concrete, tile, bricks, etc.). The County has been inspecting the fill area and has not observed any garbage or rebar in the fill area. Mr. Bell also stated that they have inspection reports that document the progress of the fill at various stages. Mr. Bell stated that he may be able to share this information after conferring with County counsel.

Mr. Slaton stated that the current edge of the fill area is the limit of the fill. He plans to fill from the edge with a 2:1 slope. The fill will not extend beyond what currently exists today. Mr. Slaton also stated that he does not have plans of the final configuration of the fill area. He stated he does not know what to do with it yet and is just building it up to a certain elevation. He showed us plans for the manufactured home, however, these plans did not include the final contours planned for the fill area.

Mr. Slaton stated that run-on from the property up-slope drains into a culvert that then discharges into a sediment trench that he plans to line, which then will overflow into a ditch and exit into a pond created by others off his property **(Photographs 5 and 10)**.

Ms. Young and Ms. Larson observed organic debris (wood debris) piled up against the fill area, partially covered by plastic **(Photograph 6)**.

Figure 1: Site Map Showing Location of Photographs

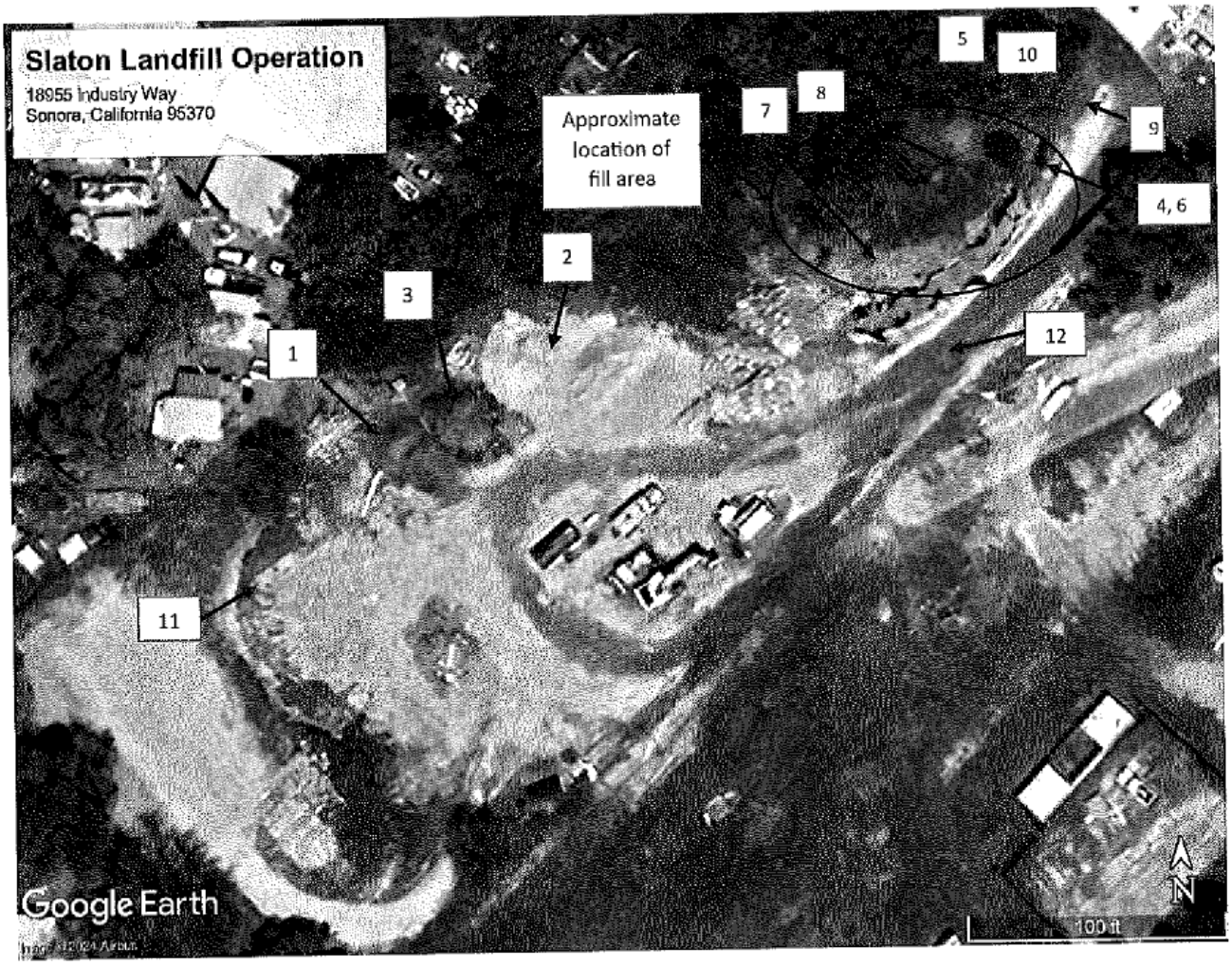
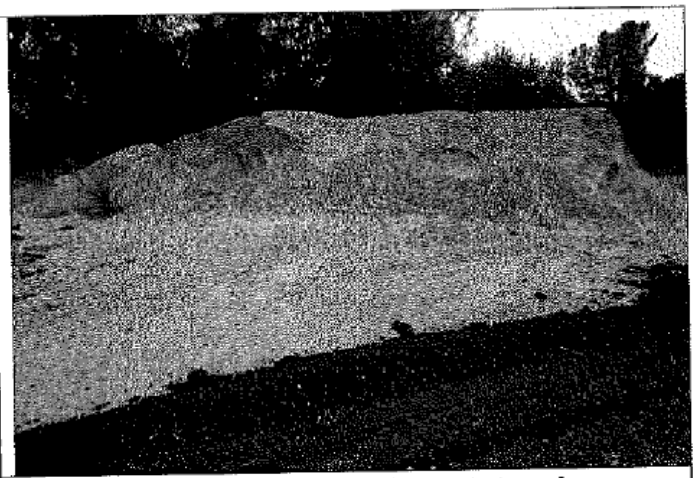


Figure Source: Google Earth, 2024.



Photograph 1. Pre-ground asphalt from county road project.



Photograph 2. Crushed materials consisting of concrete, tile, and brick.



Photograph 3. Unprocessed asphalt materials.



Photograph 4. Wood piles from trees removed from fill area per Mr. Slaton.



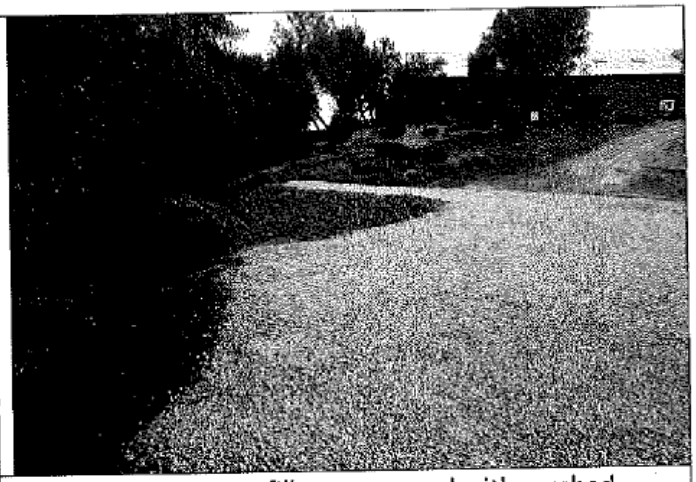
Photograph 5. Culvert that discharges run-on stormwater from neighboring property into a sediment trench.



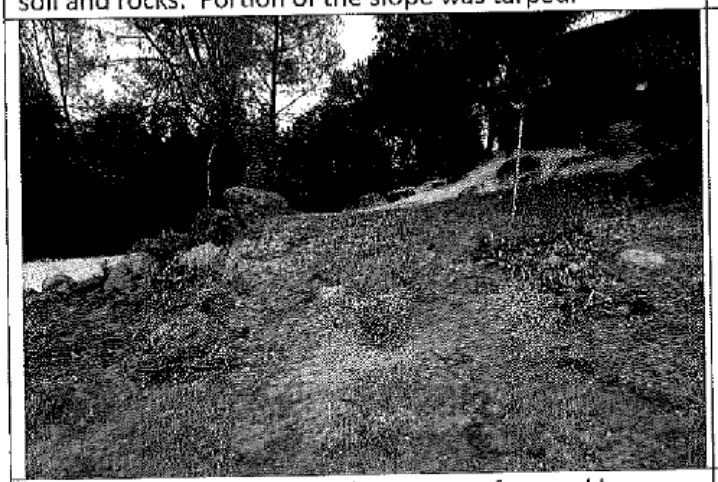
Photograph 6. Organic debris (wood debris) piled up against the fill area.



Photograph 7. Upper fill area made up of concrete, tile, soil and rocks. Portion of the slope was tarped.



Photograph 8. Lower fill area covered with crushed rock.



Photograph 9. Area planned for a manufactured home.



Photograph 10. Lower fill deck with culvert that drains into a trench.



Photograph 11. Western end of property with view of stockpiled material.



Photograph 12. Eastern end of property with road covered by asphalt.

CLOSING

Below is a summary of discussions and follow ups between the property owners and various agencies:

- Mr. Cottle requested that Mr. Slaton provide a winterization plan to the Regional Water Quality Control Board. The plan may be sent to Mr. Cottle directly or through Ms. Larson, LEA. Mr. Bell also requested that this information be shared with the County.
- Ms. Larson discussed the presence of organic materials (tree branches, brush) located in the fill that may extend beneath the plastic cover. Mr. Slaton said that is from a tree they pulled out and that he will remove it from the fill area. Ms. Larson stated that inert fill should not contain any organic materials.
- Ms. Larson stated that due to this information, Mr. Slaton should pause his operation (both filling, processing, stockpiling) until the agencies have time to confer and discuss next steps. Mr. Shelton agreed to this approach to cease operations.
- Ms. Larson also noted that the unprocessed asphalt may contain serpentine rock, and that Mr. Slaton should not be processing asphalt with serpentine rock due to the potential for asbestos. That operation should cease, and that Ms. Larson may take samples for further analysis.
- Mr. Russell and Mr. Slaton agreed to cease all operations except for stabilizing the site per the Water Board for stormwater. Mr. Slaton may also remove the organic materials from the fill area prior to stabilizing the site.
- Mr. Shelton stated that the Water Board will work with CalRecycle and the LEA on developing possible next steps.

CalRecycle departed at 1 PM.

EXHIBIT 3

SWIS Facility/Site data-entry form

State of California
CalRecycle 37 (Rev. 12/17)

Solid Waste Information System (SWIS)

Department of Resources Recycling and Recovery (CalRecycle)

Facility/Site/Operation Data Entry Form

☑ *** New SWIS Number ☐ Update information (*☐) ☐ Change in address or phone #s ☐ Request to Archive

CALRECYCLE USE ONLY=Facility/Site/Operation SWIS Number ____-____-____/ LEA____-____

☐ * **Facility Locator Information** see: **Minimum Data Required to Issue New SWIS Number**

Facility/Site Name: DJ Slaton Excavation37.965518, -120.334805

Facility/Site Location/Address: 18955 Industry Way

Nearest City/Place Name: Sonora County: Tuolumne State CA Zip: 95370 -____

Facility locator info: *Decimal Degrees* = Longitude: - 1 2 0 . 3 3 4 8 0 Latitude 3 7 . 9 6 5 5 1

-or- Degrees, Minutes, and Seconds: Long: --120.334805 Lat: 37.965518

Assessor Parcel Number(s): 097-090-010

Map#:____ Section:____ Township:____ Range:____ Base/Meridian:____

☐ * **Operator (Business Owner) Information**

Person/Operator Name/Company Name: DJ Slaton Ecavation

Last Name: Slaton First Name: John MI:____

Title:____ Organization:____

Mailing Address: PO Box 1031

City: Soulsbyville State: CA Zip: 9 5 3 7 2 - ☐ ☐ ☐ ☐

Phone Number: (209) 7 4 3 - 3 4 2 4 FAX: ( ) ☐ ☐ ☐ - ☐ ☐ ☐ ☐

E- Mail Address: ____

☐ * **Land Owner(s) [Property Owner(s)] Information**

Person/Operator Name/Company Name: ____

Last Name: Slaton First Name: John MI: L

Title: 1/2 Organization:____

Mailing Address: PO Box 1031

City: Soulsbyville State: CA Zip: 9 5 3 7 2 - ☐ ☐ ☐ ☐

Phone Number: (209) 7 4 3 - 3 4 2 4 FAX: ( ) ☐ ☐ ☐ - ☐ ☐ ☐ ☐

Email Address: ____

*****Required Signature for submittal to CalRecycle with supporting documents and maps:**

LEA or Operator or Owner signature: X Debbie Larson Phone: (209) 533-5665 Date: 10/25/2024

☑ Supporting documents attached ☐ Maps attached ☐ All signatures and dates present on documents

See : http://www.calrecycle.ca.gov/SWFacilities/Directory/MinimumData.aspx

---

☐ * **Facility /Site / Unit: Characteristics /Specifications:**

Unit Activity(s) name(s) and Code #: ____

(See back of this form for list of Activity types and codes)

Check one each:

Regulatory Status	Operator Type	Operational Status
☐ Permitted	☐ Federal	☐ Planned
☑ Unpermitted	☐ State	☐ Active
☐ Exempt	☐ County	☐ Inactive
☐ EA Notification	☐ City	☐ Closed
☐ Excluded	☑ Private	☐ Clean Closed
☐ Proposed	☐ District	☑ To be Determined

Inspection Frequency: TBD

Closure year (date):____

Tons/Volume per Day:____

Permit Date:____

EA Notification date:____

List one or more Types of Waste to be received /permitted (see back of this form for list of waste types/ code #) : Type A Inert Debris Processing and Fill

*****Required CalRecycle staff signature** (Received and reviewed for completeness)

by:____ **Phone**____ **Date**____

State of California

CalRecycle 37 (Rev.12/17)

Solid Waste Information System (SWIS)

Facility/Site/Operation Data Entry Form

Department of Resources

Recycling and Recovery (CalRecycle)

Activity Code	Activity Name	CategoryName	Insp. Form #	Regulatory Document	Regulatory Section
01	Large Volume Transfer/Proc Facility	Transfer/Processing	53	Full Permit	PRC 44001 / 14 CCR 17403.7
03	Treatment Unit (processing)	Transfer/Processing	52	Permit/Exemption	PRC 44001 / 14 CCR
05	Composting Facility (Green Waste)	Composting	93	Permit	PRC 44001/ 14CCR 17857.1
06	Composting Facility (Other)	Composting	93	Permit	PRC 44001/ 14CCR / 17854
07	Transformation Facility	Transformation	None	None see Lrg. Vol Transfer f.	None
08	Solid Waste Landfill	Disposal	52	Full Permit	PRC 44001 / 27 CCR
10	Treatment Unit (in situ)	Disposal	52/188	Permit/Exemption	PRC 44001 / 27 CCR
11	Solid Waste Disposal Site	Disposal	188	Permit/Exemption	PRC 44001 / 27 CCR
12	Wood Waste Disposal Site	Disposal	52/188	Permit/Exemption	PRC 44001 / 27 CCR
18	Composting Facility (Mixed)	Composting	93	Permit	PRC 44001/ 14 CCR
19	Composting Operation (Ag)	Composting	93	Notification	14CCR 17856
20	Composting Operation (Research)	Composting	93	Notification	14 CCR 17862
21	Limited Volume Transfer Operation	Transfer/Processing	73	Notification	14 CCR 17403.3
22	Inert Waste Disposal Site	Disposal	52/188	Permit/Exemption	PRC 44001 / 27 CCR
23	Sealed Container Transfer Operation	Transfer/Processing	73	Notification	14 CCR 17403.2
24	Contaminated Soil Operation, Xfer	Transfer/Processing	73	Notification	14 CCR 17362.2
25	Contaminated Soil Facility,Disposal	Disposal	52	Std. Permit	PRC 44001 / 14 CCR 17362.3
26	Composting Operation (Green Waste)	Composting	93	Notification	14CCR 17857.1
28	ACW Disposal Site	Disposal	52A	Full Permit	PRC 44001 / 27 CCR/ 14CCR 17897 et.seq.
29	Non-Haz. Petro. Contam. Soil Fac. / Op.	Transfer/Processing	76	Std. Permit	PRC 44001/ 14 CCR 17377.2
30	NonHaz Ash Disposal/Monofill	Disposal	626/188	Std. Permit	PRC 44001 / 14 CCR 17377.3
34	Medium Volume Transfer/Proc Fac	Transfer/Processing	53	Permit	PRC 44001 / 14 CCR 17403.6
35	Direct Transfer Facility	Transfer/Processing	53	Permit	PRC 44001 / 14 CRR 17403.4
36	Emergency Trans/Proc Operation	Transfer/Processing	73	Notification	14 CCR 17403.5
37	Chipping and Grinding Activity Fac./ Op.	Composting	93	Permit/Notification	PRC 44001 / 14 CCR 17862.1
38	Industrial Waste Codisposal Facility	Disposal	52/188	Full Permit	PRC 44001/ 14 CCR 17369
39	Emergency CD/I Debris Op.	Transfer/Processing	213	Permit	14 CCR 17383.9
40	Inert Debris Proc Fac. A and/or B	Transfer/Processing	213	Full permit	PRC 44001 / 14 CCR 17383.8
41	Inert Debris Type A Proc. Operation	Transfer/Processing	213	Notification	14 CCR 17383.7
42	Large Vol CD Wood Debris ChipGrind Fac	Transfer/Processing	213	Full permit	PRC 44001 / 14 CCR 17383.3
43	Large Vol CDI Debris Proc. Facility	Transfer/Processing	213	Full Permit	PRC 44001 / 14 CCR 17383.6
44	Medium Vol CD Wood Debris ChipGrind Fac.	Transfer/Processing	213	Regist. Permit	PRC 44001/ 14 CCR 17383.3
45	Medium Vol CDI Debris Proc. Fac.	Transfer/Processing	213	Regist. Permit	PRC 44001/ 14 CCR 17383.5
46	Small Vol CD Wood Debris ChipGrind Op	Transfer/Processing	213	Notification	14 CCR 17383.3
47	Small Vol CDI Debris Proc. Operation	Transfer/Processing	213	Notification	14 CCR 17383.4
48	CDI Waste Disposal Facility	Disposal	215	Full Permit	PRC 44001 / 27 CCR 17388.5
49	Inert Debris Type A Disposal Fac.	Disposal	215/188	Regist. Permit	PRC 44001 / 27 CCR 17388.4
50	Inert Debris ENG Fill Operation	Disposal	251	Notification	14 CCR 17388.3
51	Biosolids Composting at POTWs Op.	Composting	93	Notification	14 CCR 17859.1
52	Nonhazardous Ash Trans/Proc. Operation	Transfer/Processing	626	Notification	14 CCR 17377.2
53	EMSW Conversion	EMSW Conversion	53	Full Permit	PRC 44001/14 CCR
54	Vegetative Material Composting Facility	Composting	93	Regist./Full Permit	PRC 44001/ 14 CCR 17857.2
55	Large Volume In-Vessel Digestion Facility	In-Vessel Digestion	104	Full Permit	PRC 44001/ 14 CCR 17896.13
56	Medium Volume In-Vessel Digestion Facility	In-Vessel Digestion	104	Regist. Permit	PRC 44001/ 14 CCR 17896.12
57	Limited Volume In-Vessel Digestion Op.	In-Vessel Digestion	104	Notification	14 CCR 17896.11
58	Distribution Center In-Vessel Digestion Op.	In-Vessel Digestion	104	Notification	14 CCR 17896.10
59	Dairy In-Vessel Digestion Op.	In-Vessel Digestion	104	Notification	14 CCR 17896.9
60	Research In-Vessel Digestion Op.	In-Vessel Digestion	104	Notification	14 CCR 17896.8
61	Secondary Material Processing Op.	Transfer/Processing	73	Notification	14 CCR 17403.3.2
62	Secondary Material Processing Fac.	Transfer/Processing	53	Regist. Permit	14 CCR 17403.3.3

WasteTypeCode	WasteTypeName
01	Agricultural
02	Asbestos
22	Asbestos, friable
03	Ash
27	Asphalt Shingles
05	Construction/demolition
04	Contaminated soil
26	Dead Animals
28	Food Wastes
13	Green Materials
06	Industrial
24	Inert
29	Liquid Waste
23	Manure
25	Metals
07	Mixed municipal
11	Other designated
12	Other hazardous
08	Sludge (BioSolids)

WasteTypeCode	WasteTypeName
09	Tires
21	Tires, Baled
19	Tires, Cut
17	Tires, Oversize
14	Tires, Passenger
20	Tires, Shreds
18	Tires, Split
16	Tires, Tractor
15	Tires, Truck
10	Wood waste
31	Digestate

EXHIBIT 4

CalRecycle November 21, 2024 communication regarding Closed Illegal Disposal Site treatment

Todd James

From: Clegg, Michael@CalRecycle <Michael.Clegg@CalRecycle.ca.gov>
Sent: Thursday, November 21, 2024 3:54 PM
To: Debra Larson
Cc: Young, Stephanie@CalRecycle
Subject: RE: Slaton Property IDS (55-AA-0017)

Debbie,

Please note that the classification of the site is dependent on waterboard's input. Just wanted to get thoughts down on next step to keep project moving forward.

Thank you,
Mike

From: Clegg, Michael@CalRecycle
Sent: Thursday, November 21, 2024 3:14 PM
To: Debra Larson <DLarson@co.tuolumne.ca.us>
Cc: Young, Stephanie@CalRecycle <Stephanie.Young@CalRecycle.ca.gov>
Subject: Slaton Property IDS (55-AA-0017)

Debbie,

Following up on the call yesterday (11/20) which provided some guidance as we await to hear back from the waterboard. CalRecycle recommends providing a letter to the RP informing that going forward the site would be considered a Close Illegal Disposal Site and as part of the agreement subject to periodic inspections. Other considerations would be for the RP to define the waste and provide a figure of where the inert fill was placed as that would be the area subject to inspections. Additionally, the RP should provide a plan for his land use so that it is clear on his intentions.

Let me know if you would like to discuss this further or if you would like us to review the letter to the RP.

Thank you,
Mike

Michael Clegg, P.E.
Waste Management Engineer
Closed, Illegal, and Abandoned Sites
CalRecycle
1001 I Street, 10th Floor
Sacramento, California 95814
Work Phone: (916) 341-6604
Email: Michael.Clegg@CalRecycle.ca.gov

EXHIBIT 5

Letter to Calrecycle September 12, 2025

COMMUNITY DEVELOPMENT DEPARTMENT

Quincy Yaley, AICP
Director

Land Use and Natural Resources – Housing and Community Programs – Environmental Health – Building and Safety – Code Compliance

48 Yaney Avenue, Sonora
Mailing: 2 S Green Street
Sonora, CA 95370
(209) 533-5637
(209) 533-5616 (Fax)
www.tuolumnecounty.ca.gov

September 12, 2025

Mr. Wes Mindermann, P.E., Chief Engineering Support Branch
Ms. Stephanie Young, P.E. Senior Waste Management Engineer
Mr. Michael Clegg, P.E., Waste Management Engineer
CalRecycle
1001 I Street
Sacramento, CA 95812

RE: Public Health and Safety Protections, County Requirements, and Local Mitigations for Small Inert Debris Fill Located and 18955 Industry Way for Property Owner Mr. Bruce Slaton, Assessor's Parcel No. 97-090-010

Dear Regulatory Partners,

Thank you all for your time and efforts to help resolve the issues surrounding Mr. Slaton's small inert debris fill at 18955 Industrial Way (property) and for the time spent to address citizens' complaints that have been brought to your attention. The County of Tuolumne's goal is to resolve and clarify past oversight, move forward with Building Department oversight for soil completions, while making sure that public health, public safety, and the environment are protected.

Brief History

Two permits were issued regarding the property. The first permit was for grading by Public Works. Then, the permit changed to a building permit issued by the Building Division, for a manufactured home. The permits allowed for the initiation of a fill with inert debris on the property. There were several inspections with County and State representatives. The County received complaints over time, and it was discovered that a Solid Waste permit should have been obtained. Mr. Slaton was instructed by Tuolumne County Code Enforcement to contact CalRecycle to see if a permit was required. There may have been some confusion with the regulatory requirements at this point and Mr. Slaton continued with the fill as he believed that no permit was required per an email by Isabelle Maalouf, Permitting Specialist at CalRecycle. Time passed and more complaints and inspections ensued, and it was determined that Mr. Slaton should have an Enforcement Agency Notification (EA Notification) for his activities. At his point Mr. Slaton was notified of the LEA Notification requirements for the fill and processing and Mr. Slaton stopped filling with inert debris and started on winterizing the area.

As the LEA we are responsible for oversight of solid waste activities under our purview which includes inert debris handling. The LEA has reviewed documents and pictures by Code Enforcement Officers, inspected the site, and concluded that the inert debris placed in the fill has had significant visual and regulatory oversight, i.e. the regulatory oversight has been extensive in identifying and mitigating environmental health and safety.

8. Access Control and Site Security
The site is private property, is fenced, and prevents public access.

9. Monitoring and Inspection
Until grading is complete under the building permit, the site will be periodically inspected. The owner will be instructed to correct any deficiencies observed.

Conclusion
By implementing these stabilization and maintenance measures, the inert debris fill site will remain structurally stable, environmentally compliant, and safe for surrounding communities. Monitoring and prompt corrective action until grading is complete are essential to ensuring the long-term integrity and beneficial reuse of the site.

We look forward to collaborating with you in these site determinations.

Sincerely,

Debbie Larson, REHS
Environmental Health Director/LEA

EXHIBIT 6

LEA enforcement letter (signed May 14, 2025) determining the Site an unpermitted inert-debris solid-waste disposal site and imposing Notification-tier requirements

COMMUNITY DEVELOPMENT DEPARTMENT

Quincy Yaley, AICP
Director

Land Use and Natural Resources – Housing and Community Programs – Environmental Health – Building and Safety – Code Compliance

48 Yaney Avenue, Sonora
Mailing: 2 S. Green Street
Sonora, CA 95370
(209) 533-5633
(209) 533-5616 (Fax)
(209) 533-5909 (Fax – EHD)
www.tuolumnecounty.ca.gov

May 14, 2025

Mr. Bruce Slaton
P.O. Box 1031
Soulsbyville, CA 95372

Subject: **LEA Compliance and Notification Tier (LEA Permit) Requirements for Property located at 18955 Industry Way, Assessor's Parcel No. 97-090-10**

Dear Mr. Slaton,

The purpose of this letter is to formally document the Tuolumne County Local Enforcement Agency's (LEA) findings regarding the business activities at 18955 Industry Way, Sonora. Additionally, it outlines the steps required to bring the site into compliance with state and local solid waste regulations. This includes clarifying the need for a Notification Tier approval, summarizing the history of the site's use and permitting, and providing a checklist of required submittals to the LEA. Our goal is to work collaboratively with you to resolve any regulatory concerns and ensure that your operations are carried out in a manner that meets applicable health, safety, and environmental standards.

General

The business at the above address is a "manufacturing, processing, and refining" land use in the Business Park (BP) zoning district. In working with you over the last several years, the County has observed that the business operation at this location is the intake, crushing, storage, and distribution of inert debris—including concrete and asphalt. Inert debris, means solid waste and recyclable materials that are source separated or separated for reuse, do not contain hazardous waste or soluble pollutants at concentrations in excess of applicable water quality objectives and do not contain significant quantities of decomposable waste (Cal. Code Regs. Tit. 14, § 17381). The inert debris on the site has been used for personal property improvements, off-site contracting jobs, and made available for public sale or donation. The debris placed on the property in the noted location in Attachment A was done under County building permit B2023-01196. Debris handled on site has included crushed and uncrushed concrete and asphalt (with and without serpentine content).

The site is categorized as a Type A Inert Debris Processing business and a Type A Inert Debris Fill. Type A inert debris includes materials such as concrete, asphalt, glass, fiberglass, and clay products that do not contain soluble pollutants at concentrations in excess of water quality objectives and has not been treated in order to reduce such pollutants.

LEA Permit Clarification

You have indicated that CalRecycle previously advised you that no "permit" was needed due to the scale of your operation. We acknowledge the potential confusion between "permit" and "notification" – these are two different types of regulations/approvals under the LEA – and while we agree that no "permit" from CalRecycle is required, your operation, using inert debris for a fill and/or certain handling (Type A Inert Debris Processing and Type A Inert Debris Fill), is subject to the *Notification* tier requirements under CCR, Title 14, §§ 17381–17386 and related provisions. This site is considered a Small Volume Inert Debris Processing Operation as it receives less than 25 tons per operating day for the purposes of storage, handling, transfer, or processing, which requires a Notification authorization (Cal. Code Regs. Tit. 14, § Section 17383.7).

Although the building permit allowed inert debris to be placed as fill, the site is also required to be permitted under a 'Notification' Tier by the LEA (Cal. Code Regs. Tit. 14, § Section 17383.7). This determination has been made by the local LEA in conjunction with CalRecycle and the State Waterboard based on the activities that have occurred on the property and the type of material used for the fill.

Notification Required

Currently the fill is considered by the local LEA as an Unpermitted Inert Debris Solid Waste Disposal Site. The checklist of requested documentation is necessary to obtain compliance with the Notification tier requirements, which includes listing in the Solid Waste Information System (SWIS) for tracking purposes. Once the Notification authorization is complete, the on-site debris processing can continue.

To move forward in achieving the Notification, the following needs to be submitted to the LEA within 30 days of the date of this letter:

- Notification Tier Application (via OpenGov) and fee
- Small Volume Construction & Demolition/Inert (CDI) Debris Processing Operation Plan. Attachment B outlines standards that the site will be required to meet for ongoing operations after the Notification is authorized.
- Site Stability and Maintenance Plan
- Plot Map showing site topography and location of fill, storage, and processing areas
- Post-Closure Land Use Plan

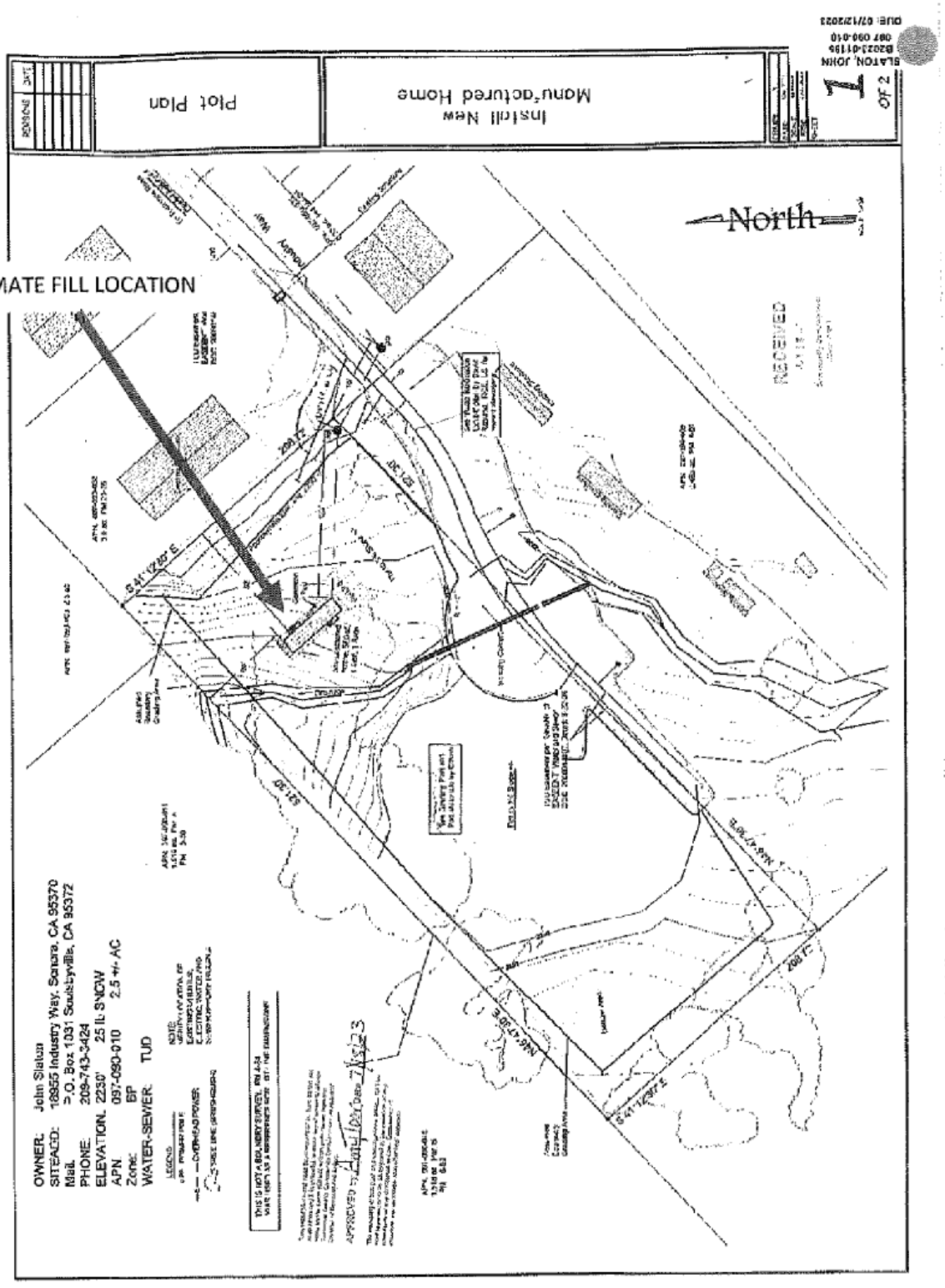
Until the Notification process is complete, the only activity on the site that can occur can be related to the Building Permit.

If you have questions or need assistance with any of the forms or processes, please feel free to contact me at 209-533-5665.

Sincerely,

Debbie Larson, REHS
Environmental Health Director
Tuolumne County Local Enforcement Agency

Attachment A – Building Permit B2023-01196 and Fill Location



Attachment B – Operation Plan Requirements

1. Refrain from accepting, storing, or crushing asphalt containing serpentine rock, unless testing and treatment records are provided to the LEA,
2. Indicate on plans the location and use of materials:
    - Used on-site.
    - Used for off-site contracting.
    - Available for public sale.
3. Use a certified scale to determine product weight and maintain incoming/outgoing load records,
4. Sort inert debris within 15 days.
5. Remove residual material within 48 hours.
6. Do not store inert material for longer than 1 year.
7. Permitted product types (subject to conditions):

Allowed	Prohibited
Clean crushed concrete (off-site origin) – wet methods required	Asphalt containing serpentine rock – regardless of crushing status, unless chemical treated and tested,
Crushed asphalt without serpentine (off-site origin) – wet methods required and no offsite odors	Materials other than Type A

Under the Notification tier process, the LEA can require specific design requirements and operational standards for the site, which can include measures to control or limit noise (Cal. Code Regs. Tit. 14, § 17408.3), drainage (Cal. Code Regs. Tit. 14, § 17407.3), hazardous, liquid, and special wastes (Cal. Code Regs. Tit. 14, §17407.5), and dust (Cal. Code Regs. Tit. 14, § 17407.4). After the LEA has reviewed the above submission, the resulting Notification may include additional operating standards to prevent the facility from being a nuisance (Cal. Code Regs. Tit. 14, § 17408.5).

EXHIBIT 7

LEA clarification letter (signed December 19, 2025) document on permissible activities

COMMUNITY DEVELOPMENT DEPARTMENT

Roger Root, CAO
Director

Land Use and Natural Resources – Housing and Community Programs – Environmental Health – Building and Safety – Code Compliance

48 Yaney Avenue, Sonora
Mailing: 2 S. Green Street
Sonora, CA 95370
(209) 533-5633
(209) 533-5616 (Fax)
(209) 533-5909 (Fax – EHD)
www.tuolumnecounty.ca.gov

December 19, 2025

Mr. Bruce Slaton
18955 Industry Way
Sonora, CA 95370

Subject: **Clarification of Activities Not Subject to LEA Permitting and Follow-up for LEA-Unpermitted Type A Inert Debris Fill for Property Located at 18955 Industry Way, Assessor's Parcel No. 97-090-10**

Dear Mr. Slaton,

On October 17, 2025 this Division acting as the solid waste Local Enforcement Agency (LEA) conducted an inspection at the above referenced property to verify conditions and operations under LEA jurisdiction. Mr. Rick Barrieau, Senior Building Inspector, was also present to evaluate the slope finish in the area of the LEA-unpermitted Type A Inert Debris Fill and the future area proposed for the manufactured home.

The purpose of this letter is to formally clarify operational standards for ongoing Type A Inert Debris handling that does not currently require LEA permitting, and address the status of the LEA-unpermitted Type A Inert Debris Fill.

Surface Handing (above grade)/Storage of Type A Inert Debris
To be excluded from LEA permitting for surface-handling of Type A Inert Debris the Business/Owner shall maintain the following regulatory limits pursuant to CCR, Tile 14:

1. **No processing may occur** – crushing, grinding or similar activities are not allowed on site.
2. **All intake of product shall be source separated** – no separation activities are allowed on site,
3. **Storage/handling maximum limit is 15 cubic yards** at any time on the property.
4. **If operating as a recycling center not subject to Article 5.9**, proof/recordkeeping of storage times shall me maintained and the site remains subject to LEA verification to ensure compliant status. Storage limits are increased when operating under this category.

Subsurface (below grade) Deposits of Type A Inert Debris/Type A Inert Debris Fill
No additional Type A Inert Debris fill may be added to the parcel. The existing LEA-unpermitted fill has been evaluated by State and County stakeholders. At this time, it has not been determined

whether CalRecycle will direct the LEA to require ongoing permitting for the fill. The LEA has requested CalRecycle to consider an alternative to ongoing permitting such as a Notice of Action.

Cover Over Type A Inert Debris Fill
Stormwater best management practices were discussed to mitigate stormwater illicit discharges. Mr. Slaton and Mr. Barrieau discussed that Mr. Slaton would hydroseed the face of the completed fill. The path for the stormwater was discussed and the practices appeared satisfactory. The practices have also been reviewed by Lowell Cottle, QISP, QSD/P, CPESC, at the Waterboard.

Fill Area for Manufactured Home
Mr. Slaton and Mr. Barrieau discussed the method and materials to be used, including lifts of clean dirt, for the area under the proposed manufactured home and that compaction testing would be required to verify the adequacy of the fill.

Manufactured Home Siting
The LEA and the Community Development Department (CDD) may require further clarification regarding the siting of the manufactured home. Current permit documentation may indicate that the manufactured home is situated over a portion of the LEA-unpermitted fill. Additional review and coordination between Mr. Slaton, the LEA, and CDD may be necessary to determine if the placement indicated in Attachment A (below) is permissible.

If you have questions, please feel free to contact me at 209-533-5665.

Sincerely,

Debbie Larson, REHS
Environmental Health Director
Tuolumne County Local Enforcement Agency

Attachment A

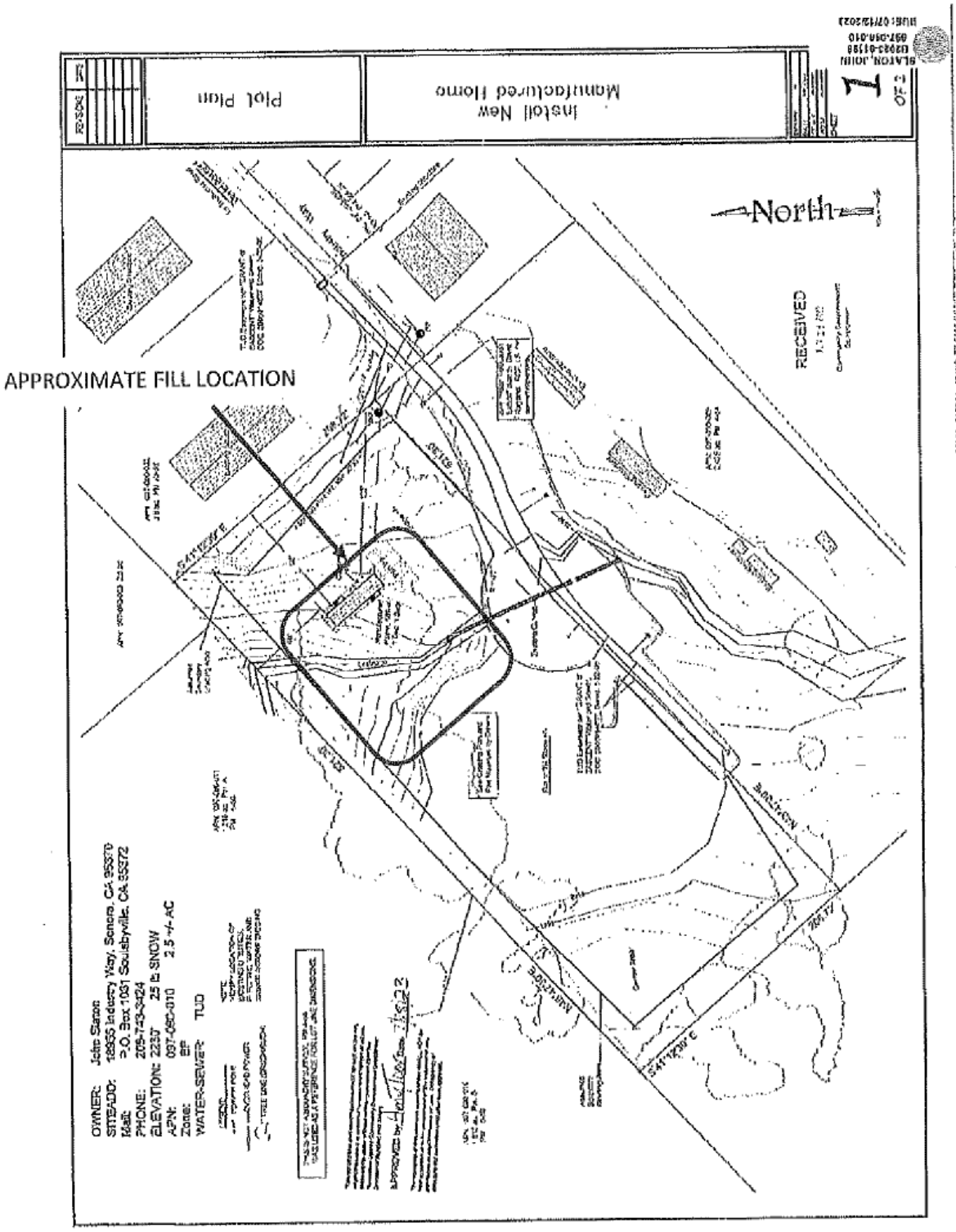


EXHIBIT 8

LEA removal-and-testing letter dated May 11, 2026

COMMUNITY DEVELOPMENT DEPARTMENT

Roger Root
Interim Director

Land Use and Natural Resources – Housing and Community Programs – Environmental Health – Building and Safety – Code Compliance

Environmental Health Division
48 Yaney Avenue, Sonora
Mailing: 2 S. Green Street
Sonora, CA 95370
(209) 533-5639
(209) 533-5909 (Fax – EHD)
www.tuolumnecounty.ca.gov

May 11, 2026

Trustee Diane Woodworth
Trustee Robert A. Woodworth
Owner John Lamar Slaton
P.O. Box 1031
Soulsbyville, CA 95372

Subject: **Removal of Pile(s) Containing Serpentinite and Testing of Crushed Material at 18955 Industry Way, Sonora; Assessor's Parcel No. 97-090-10**

Dear Trustees Woodworth and Woodworth, and Mr. Slaton,

The Tuolumne County Environmental Health Department is the certified Local Enforcement Agency (LEA) for solid waste permitting within the County of Tuolumne, including the solid waste facility permitting requirements in Public Resources Code sections 44001 et seq., and the state minimum standards and related regulations applicable to the handling, storage, processing, and disposal of solid waste. The LEA's authority includes enforcement of solid and hazardous waste laws and regulations including:

- California Public Resources Code (PRC) Division 30, Part 4, Chapter 2, Article 5,
- California Code of Regulations (CCR) Title 14 Division 7, Chapter 3, Article 5.9, 17381.1,
- CCR Title 22, Chapter 11, Article 1, section 66261.3 et. seq. (hazardous waste).

Enforcement authority is delegated under the PRC section 44000, and the California Health and Safety Code (CHS), Division 20 section 25404.

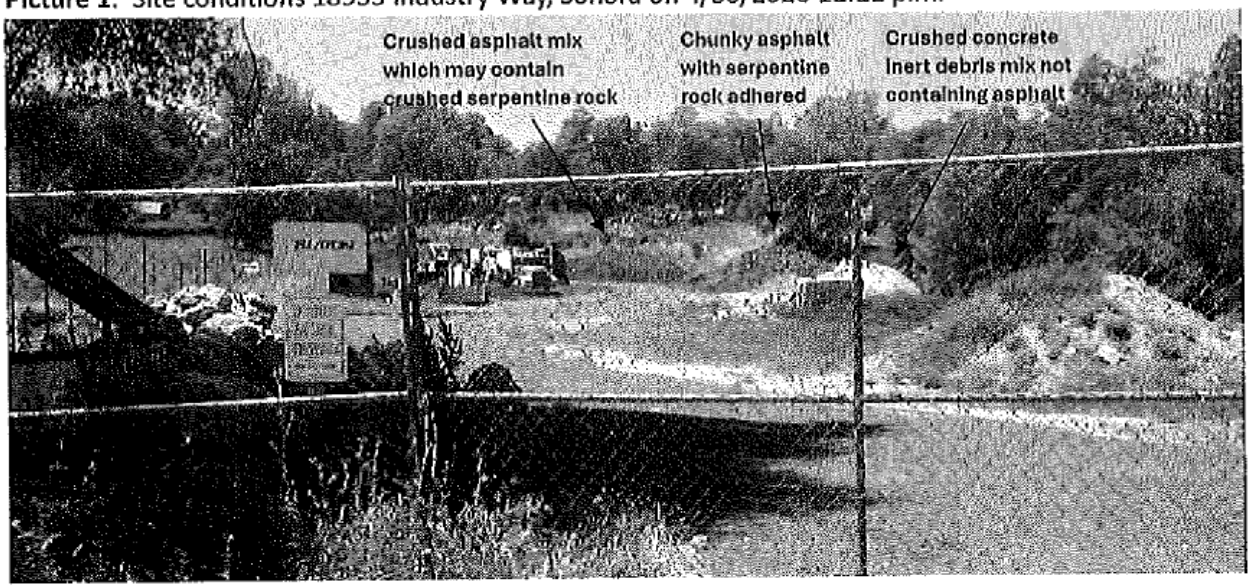
This letter outlines the required actions regarding stockpiled uncrushed and crushed material that appears to contain serpentinite or serpentinite-adhered debris and the pile that contains crushed concrete. Material stored under the CalRecycle "Not Subject to Article 5.9" for inert debris allowance must be free of hazardous waste and must be removed within one year of storage. Because serpentinite-known to potentially contain asbestos-is adhered to chunky asphalt debris and may be present within the crushed asphalt pile, the material may pose a respirable asbestos concern. Respirable asbestos is subject to, at a minimum, hazardous waste control law.

Based on the information currently available to the County, the following requirements apply:

Uncrushed asphalt inert debris with serpentine adherence
This material must be removed from the parcel and disposed of at an approved facility. All transfer operations must include effective dust control. Submit to the Environmental Health Department (EHD) your removal plan, the destination facility, and receipts verifying proper disposal or recycling.

Crushed material containing serpentinite
Asbestos sampling is required to determine whether the material meets hazardous waste criteria and to establish the appropriate disposal or allowable use(s). The EHD will initiate sampling and will arrange for a third-party consultant to collect composite samples. Samples will be split so that you may conduct independent testing if desired. All samples will be collected under chain of custody and analyzed by a California certified approved laboratory.

Picture 1: Site conditions 18955 Industry Way, Sonora on 4/30/2026 12:11 p.m.



Any pile that tests as hazardous waste must be covered, labeled, and properly disposed of within 30 days. Such material shall be subject to the Certified Unified Program Agency (CUPA) hazardous waste control laws and regulations found in the California Health and Safety Code and CCR Title 22 also enforced by the EHD. Material stored on-site without documentation establishing storage duration must likewise be removed within 30 days.

Crushed concrete – As part of site sampling, the crushed concrete pile will be sampled for crystalline silica content to establish if the pile would be considered a hazardous material.

The EHD will contact you shortly to schedule sample collection.

Please note: The County acknowledges receipt of your correspondence disputing the applicability of the December 19, 2025 letter and asserting that the site is "grandfathered," that prior County discussions authorized broader operations, and that the County cannot change the land use or zoning of the property. While the Business Park Zoning Ordinance allows certain processing activities, bringing solid

waste onto the property requires Local Enforcement Agency (LEA) oversight. Because you have chosen not to obtain LEA permits only limited activities involving inert debris are permitted.

For purposes of solid waste regulation and LEA oversight, the December 19, 2025 letter remains the County's controlling clarification of the activities that may occur on the site without LEA permits. The operational thresholds identified in the December 19, 2025 letter are statewide solid waste regulatory requirements under Title 14 of the California Code of Regulations, not discretionary County conditions that may be waived, negotiated, or contractually superseded by the property owner. Any prior communications with County staff or other officials cannot override current state solid waste regulations or the LEA's duty to enforce them; however, if you possess written proof of LEA approval or other documentation you contend is relevant, please feel free to provide it.

Please feel free to reach out with any questions.

Respectfully,

Debbie Larson, REHS
Environmental Health Director
Local Enforcement Agency
CUPA

EXHIBIT 9

Condor Earth work order dated May 19, 2026, and related sampling-scheduling correspondence

CONDOR EARTH
21663 Brian Lane, P.O. Box 3905
Sonora, CA 95370
209.532.0361
Fax 209.532.0773
www.condorearth.com

Condor Proposal No. 9436

May 8, 2026

Debra Larson
Director
Tuolumne County Environmental Health Department
2 S. Green St.
Sonora, CA 95370

Subject: Investigation for Naturally Occurring Asbestos

Dear Ms. Larson:

Condor Earth (Condor) is pleased to present this proposal for on-call environmental services to Tuolumne County Environmental Health Department (Client).

Scope of Work:
Condor proposes to collect up to three samples of earth materials from the designated property per your direction. In addition, a California licensed Professional Geologist trained in the identification of asbestos minerals will inspect earth materials per your direction to make a preliminary determination whether suspected naturally occurring asbestos is present. Samples will be collected directly into laboratory-supplied containers in accordance with EPA SW-846 and shipped under chain-of-custody procedures to Asbestos TEM Labs in Oakland, California for analysis. Samples will be prepared and analyzed for NOA by CARB 435 by polarized light microscopy 400 point count (0.25% sensitivity) on a 10-day turnaround time. Condor will prepare a summary report upon receipt of the laboratory analytical report.

Estimated Cost:
Condor proposes to perform the scope of work on a fixed fee basis.

Sample Collection (Senior Geologist $228/hr @ 8 hrs plus mileage, vehicle, equipment)	$1,000
Laboratory Analytical and Shipping (includes CARB 435 400 PC plus crush/grind)	$550
Summary Report (Senior Geologist and support staff)	$450
Total:	$2,000

We appreciate the opportunity to work with you. If you have any questions, please contact Alex Dewitt at adewitt@condorearth.com or by calling 209-601-4631.

Sincerely,

CONDOR EARTH

Alex Dewitt, CA PG #7502
Vice President

C:\Users\adewitt\Desktop\P 20260508.docx

CONDOR EARTH
21663 Brian Lane, P.O. Box 3905
Sonora, CA 95370
209.532.0361
Fax 209.532.0773
www.condorearth.com

WORK ORDER AGREEMENT

We are pleased to acknowledge the following work assignment. CONDOR EARTH hereinafter referred to as CONDOR, agrees to perform, and CLIENT agrees to pay for services performed in accordance with the scope of work set forth in this WORK ORDER AGREEMENT (AGREEMENT)*. This AGREEMENT supersedes any and all negotiations, correspondence, or agreements either written or oral.

Order Received by: Alex Dewitt — Date: May 19, 2026

Authorized by: Debra Larson — Project No: 9436

Invoice to: Tuolumne County Environmental Health Department (TCEHD)
2 S. Green St.
Sonora, CA 95370

Name of Job: On-call Environmental Consulting Services

Location of Job: Tuolumne County (various locations)

Scope of Work: Collection of samples of various earth media and laboratory analyses. Reporting as directed. See initial scope of work dated May 8, 2026.

Fees to be Charged**: See associated Scope of Work for various assignments.

* The "Terms for Environmental Consulting Services" are part of this AGREEMENT. All Condor licensed engineers and geologists are covered by Condor's professional liability insurance policy.

** Fee schedule, if attached, is considered part of this AGREEMENT.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT effective on the date signed below by CLIENT.

CLIENT: TCEHD

By: Roger Root (Sep 17, 2026 12:26:53 PDT)

Printed Name: Roger Root

Position: County Administrative Officer

Date: Sep 17, 2026

CONDOR EARTH TECHNOLOGIES, INC.

By:

Printed Name: Alexander Dewitt

Position: Vice President, Environmental Services

Date: May 19, 2026

License No.: CA PG # 7502

TERMS FOR ENVIRONMENTAL CONSULTING SERVICES

1. SERVICES PROVIDED/DUTIES AND LIMITATIONS

a) CONDOR shall perform or cause to be performed those services as set forth in approved Work Order(s) and incorporated herein by reference.

b) Independent Consultant Status - Except as may otherwise be noted herein, CONDOR shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this Agreement. It is specifically understood that, irrespective of any assignability provisions, CONDOR may retain subcontractors to perform services usually performed by subcontractors and, should CONDOR determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, CONDOR shall obtain prior written approval or subsequent written confirmation from CLIENT.

c) Maintenance of Professional Standards and Ethics - CLIENT recognizes that CONDOR's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply specifically to CONDOR.

d) Standard of Care - Services performed by CONDOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

e) Reports - If directed by CLIENT in writing, CONDOR shall provide CLIENT with monthly progress reports summarizing the work performed under this Agreement. Such reports shall be in writing and furnished to CLIENT by the tenth day of each month. CONDOR shall also provide CLIENT with such other reports concerning CONDOR's work progress as CLIENT, in its reasonable discretion, may deem necessary.

f) Consequential Damages - CLIENT shall not be liable to CONDOR and CONDOR shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or CONDOR, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

g) Limitation of Liability - CLIENT agrees to limit CONDOR's liability to CLIENT and all third parties and construction contractors arising from CONDOR's professional acts, errors or omissions, such that the total aggregate liability of CONDOR to all those named shall not exceed $10,000 or CONDOR's total fee for the services rendered under a Work Order, whichever is greater. (If CLIENT wishes to discuss higher limits and the charges involved, he should speak with CONDOR.) CLIENT further agrees to limit CONDOR's liability to the same amount for contractors and his subcontractors retained by CLIENT and require an identical limitation of CONDOR's liability for damages suffered by the contractor or the subcontractors arising from CONDOR's professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CONDOR's professional acts, errors or omissions, except as otherwise stipulated herein. CONDOR maintains professional liability insurance coverage for CONDOR's professional services.

h) Notification of Hazardous Materials - When hazardous materials are known, assumed or suspected to exist at a site, CONDOR is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that CONDOR deems prudent to minimize physical risks to employees and the public. CLIENT hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed CONDOR. CLIENT also warrants that he has done his best to inform CONDOR of such known or suspected hazardous materials' type quantity and location.

2. COMPENSATION AND EXPENSES

a) Fees - CLIENT shall pay compensation for CONDOR's services and shall pay for CONDOR's reasonable costs incurred in performing the services required by this Agreement as set forth in approved Work Orders. CLIENT agrees that CONDOR's current fee schedule will be the basis for all time-and-materials charges. CLIENT agrees that CONDOR may revise the fee schedule annually. CLIENT will be notified in writing of fee schedule changes.

b) Timely Payment - CLIENT recognizes that time is of the essence with respect to payment of CONDOR's invoices and that timely payment is a material part of the consideration of this Agreement. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONDOR in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. CLIENT shall pay CONDOR for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the approved Work Order and this Agreement. Invoices will be submitted by CONDOR from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date.

CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONDOR more than thirty (30) calendar days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

If CLIENT fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, CONDOR may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this Agreement (as provided for in Section 8, Suspension) or terminate this Agreement (as provided for in Section 9, Termination). In the event legal action is initiated to enforce payment of any invoiced amounts under this Agreement, CLIENT agrees to pay reasonable expenses to collect payment, including court costs and attorney fees.

c) Books of Account - CONDOR shall maintain books and accounts of all charges in accordance with generally accepted accounting principles. At all times during the performance of CONDOR's duties and for a period of one (1) year after completion thereof, CLIENT shall, upon reasonable notice and during business hours, have access to said books and accounts to the extent necessary to verify all charges and costs of CONDOR.

d) Changed Conditions - CLIENT has relied on CONDOR's judgment in establishing the geotechnical engineering workscope and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on CONDOR's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONDOR. Should CONDOR call for contract renegotiation, CONDOR shall identify the changed conditions which in CONDOR's professional judgment make such renegotiation necessary, and CONDOR and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to permit CONDOR to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONDOR has an absolute right to terminate this Agreement.

3. DELAYS

In the event that CONDOR's field or technical work is interrupted due to causes beyond its control, CONDOR shall be compensated for the labor, equipment and other costs CONDOR incurs in order to maintain its workforce for CLIENT's benefit during the interruption, or at CLIENT's option, the various costs CONDOR incurs for demobilization and subsequent remobilization. Compensation to CONDOR shall be based upon CONDOR's current fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability, despite reasonable diligence, to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and CONDOR shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

4. CONFIDENTIALITY

a) CONDOR agrees to keep confidential and not to disclose to any person or entity, other than CONDOR's employees and subcontractors, without the prior consent of CLIENT, all data and information not previously known to and generated by CONDOR, or furnished to CONDOR and marked CONFIDENTIAL by CLIENT in the course of CONDOR's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to CONDOR, or which were acquired by CONDOR independently from third parties not under any obligation to CLIENT to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONDOR, nor shall they be interpreted to in any way restrict CONDOR from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. CLIENT agrees that CONDOR may use and publish CLIENT's name and a general description of CONDOR's services with respect to the project in describing CONDOR's experience and qualifications to other clients and prospective clients. CLIENT also agrees that any patentable or copyrightable concepts developed by CONDOR as a consequence of its service hereunder are the sole and exclusive property of CONDOR.

b) The technical and pricing information contained in any proposal submitted by CONDOR as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of CONDOR.

5. INDEMNIFICATION PROVISIONS/RISKS

a) Scope of Services Developed by Others - CLIENT recognizes that environmental consulting for a given project begins with development of a scope of services specifically for that project, reflecting the preferences of both CLIENT and CONDOR. If the scope of services for this project was developed by a party other than CONDOR, then as a result, CONDOR can make no claims as to its adequacy, since CONDOR was not involved in or privy to the information and considerations that it reflects. Accordingly, CONDOR would be forced to assume that the scope of services is fully adequate for CLIENT's purposes, since CLIENT issued the workscope, and CONDOR assumes further that CLIENT has an alternative source from which to obtain any needed or desired services not listed. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's failure to perform services limited by or not included in the CLIENT-provided scope of services. CLIENT also agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.

b) Information Provided By Others - CONDOR shall indicate to CLIENT the information needed for rendering of service hereunder, and CLIENT shall provide to CONDOR such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONDOR to assure sufficiency of such information, either because it is impossible to do so, or because of errors or omissions that may have occurred in assembling the information. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in documents or other information provided to CONDOR by CLIENT. Further, CLIENT agrees to compensate CONDOR for any time spent or expense incurred by CONDOR in defense of any claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

c) Right to Enter - CLIENT shall provide for CONDOR's right to enter from time to time property owned by CLIENT and/or other(s) in order for CONDOR to fulfill the scope of services indicated hereunder. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in a reduction of the property's value. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, with compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

d) Buried Utilities - CLIENT will furnish to CONDOR information identifying the type and location of utility lines and other man-made objects beneath the site's surface. CONDOR will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface, furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to which CONDOR has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and CLIENT will authorize CONDOR to proceed. CLIENT agrees to waive any claim against CONDOR, and to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's damaging underground utilities or other man-made objects that were not called to CONDOR's attention or which were not properly located on plans furnished to CONDOR. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.

e) Jobsite Safety - Insofar as jobsite safety is concerned, CONDOR is responsible solely for CONDOR's employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of CONDOR, nor the presence of CONDOR employees and subcontractors, shall be construed to imply CONDOR has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CONDOR shall not have the responsibility, authority or ability to remove or correct jobsite hazards. CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. CLIENT also warrants that CONDOR shall be made an additional insured under the General Contractor's general liability insurance policy.

f) Aquifer Contamination - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which CONDOR will perform on CLIENT's behalf, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.

g) Discovery of Unanticipated Hazardous Materials - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONDOR and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONDOR and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for CONDOR to take immediate measures to protect human health and safety, and/or the environment. CONDOR agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages CONDOR to take any and all measures that in CONDOR's professional opinion are justified to preserve and protect the health and safety of CONDOR's personnel and the public, and/or the environment, and CLIENT agrees to compensate CONDOR for the additional cost of such work. In addition, CLIENT waives any claim against CONDOR, and agrees to indemnify, defend and hold CONDOR harmless from any claim or liability for injury or loss arising from CONDOR's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

h) Naturally Occurring Asbestos (NOA) – CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of NOA. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.

i) Disposal of Samples - Soil, rock, water and/or other samples obtained from the Project site are the property of CLIENT. CONDOR shall preserve such samples for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from CONDOR's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

Due to the risks to which CONDOR is exposed, CLIENT agrees to waive any claim against CONDOR, and to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss arising from CONDOR's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

j) Drill Cuttings and Fluids - CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, CONDOR will appropriately contain and label such materials; will promptly inform CLIENT that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by CLIENT. CLIENT waives any claim against CONDOR and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on site after their containerization by CONDOR. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

k) Construction-Phase Services - If CONDOR is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Work Order, then this phase applies. For the specified assignment, CONDOR will report observations and professional opinions to CLIENT. No action of CONDOR or CONDOR's site representative can be construed as altering any AGREEMENT between CLIENT and others. CONDOR will report to CLIENT any observed geotechnically or environmentally related work which, in CONDOR's professional opinion, does not conform with plans and specifications. CONDOR has no right to reject or stop work

of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CONDOR's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

CONDOR will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

l) Joint and Several Liability - If hazardous materials are encountered in this project, it is possible that the concept of joint and several liability could be construed to make CONDOR partly or wholly responsible for damages created directly or indirectly by the hazardous materials. CLIENT agrees that it would be unfair for CONDOR to be exposed to such an action because CONDOR had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold CONDOR responsible for creating a hazardous materials condition or permitting one to exist. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

m) Indemnification by CONDOR - CONDOR agrees to hold harmless and indemnify CLIENT from and against liability arising out of CONDOR's negligent performance of the work, subject to any limitations, other indemnifications or other provisions CLIENT and CONDOR have agreed to. Under no circumstances, however, shall CONDOR have any obligation to defend independently or collectively CLIENT or other Indemnified Parties from and against liability for damages that may arise or be attributed to work performed by CONDOR under this Agreement. Nor shall CONDOR have any obligation to pay for or compensate any party for their defense costs or fees.

n) Extension of Protection - CLIENT agrees to extend any and all limitations, indemnifications and waivers provided by CLIENT to CONDOR to those individuals and organizations CONDOR retains for proper execution of the work. These shall be deemed to include, but not necessarily be limited to, CONDOR's officers and employees and their heirs and assigns, as well as CONDOR's agents, subconsultants and subcontractors and their officers, employees, heirs and assigns.

o) Subsurface Risks - CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that CONDOR properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change. CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONDOR to help reduce them to that level deemed tolerable by CLIENT. CONDOR is available to explain these risks and risk reduction methods to CLIENT but, in any event, the scope of services included with this Agreement is that which CLIENT agreed to or selected in light of his own risk preferences and other considerations.

p) Holding CONDOR Harmless - CLIENT understands that "holding CONDOR harmless" would, among other things, require CLIENT to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any claim for which CLIENT has agreed to indemnify CONDOR, and that such compensation will be based upon CONDOR's current fee schedule and expense reimbursement policy.

6. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CONDOR as instruments of service shall remain the property of CONDOR. CONDOR shall retain these records for a period of one (1) year following submission of reports related to the scope of work included in approved Work Orders, during which period they will be made available to CLIENT at all reasonable times.

7. DISPUTE RESOLUTION

a) Curing a Breach - In the event either party believes that the other has committed a material breach of this Agreement, the party maintaining such a belief shall issue a termination notice to the other identifying the facts as perceived, and both parties shall bargain in good faith to cure the causes for termination as stated in the termination notice. If such a cure can be effected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If in curing an actual or alleged breach either party shall waive any rights otherwise inuring to them by virtue of this Agreement, such waiver shall not be construed to in any way affect future application of the provision involved or any other provision.

b) Arbitration - All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement of the breach thereof, shall be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

8. SUSPENSION

Upon fourteen (14) calendar days' written notice to CONDOR, CLIENT may suspend CONDOR's work. If payment of CONDOR's invoices is not maintained on a thirty (30) calendar day current basis by CLIENT, CONDOR may by giving fourteen (14) calendar days' written notice to CLIENT suspend further work until payment is restored to a current basis. Suspension for any reason exceeding forty-five (45) calendar days shall, at CONDOR's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both CLIENT and CONDOR, and CONDOR shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government agencies. Compensation to CONDOR shall be based upon CONDOR's current fee schedule and expense reimbursement policy.

9. TERMINATION

CLIENT or CONDOR may terminate this Agreement for reasons identified elsewhere in this Agreement, or for other reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate CONDOR for services rendered and costs incurred, in accordance with CONDOR's current fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well a those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.

10. MISCELLANEOUS

a) Governing Law - The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

b) Waiver - The parties agree that a waiver of breach of one term, covenant, or condition of this Agreement is not a waiver of breach of others, nor of subsequent breach of the one waived.

c) Severability - CLIENT and CONDOR have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, CLIENT and CONDOR will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

d) Headings - The headings contained in this Agreement are for convenience of reference only and in no way limit or define the scope of this Agreement.

e) Attorneys' Fees - Should any litigation be commenced between the parties to this Agreement concerning this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for its attorney fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

f) Assignment - Neither this Agreement nor any interest therein shall be assigned by either party without the written consent of the other.

g) Binding on Heirs - This Agreement shall be binding on and shall inure to the benefit of the heirs, executor, administrators, successors and assigns of the parties hereto.

EXHIBIT 10

Correspondence documenting the operator's August 18, 2026 cancellation/refusal of access

From: Debra Larson
Sent on: Tuesday, August 18, 2026 9:37:10 AM
To: Mindermann, Wes@CalRecycle
Subject: RE: DJ Slayton Excavation Request

Slaton cancelled and is refusing us access to the parcel for sampling. I have discussed with with County Counsel. I have asked about a warrant.

From: Mindermann, Wes@CalRecycle <Wes.Mindermann@CalRecycle.ca.gov>
Sent: Monday, August 17, 2026 1:59 PM
To: Debra Larson <DLarson@co.tuolumne.ca.us>
Subject: DJ Slayton Excavation Request

Hi Debra:

I hope all is well.

I was contacted by Renee Orth who represents some of the neighbors around the site. In going over the record, the LEA's letter dated 5/11/26, refers to scheduling asbestos sampling for some of the piles on the site. Was any sampling done and, if so, where were the results?

Let me know if you have questions. Thank you.

Regards,

Wes Mindermann, PE

Chief | Engineering Support Branch | Waste Permitting, Compliance, & Mitigation Division

O: (916) 341-6320

M: (916) 365-3772

E: wes.mindermann@calrecycle.ca.gov

CalRecycle

EXHIBIT 11

Precision Micro-Analysis Report No. 260911012 (dated September 11, 2026) — "no asbestos detected."

PRECISION MICRO-ANALYSIS INC

SPECIALISTS IN ASBESTOS-RELATED ANALYSIS

Bulk Sample Analysis (PLM) Report

Report# 260911012

Sierra Rock Products, Inc.
P.O Box 1726
Jamestown, CA 95327

Phone: (209) 984-5307

Date Received: 09/11/26
Date Analyzed: 09/11/26

Job Information:
Asphalt

Sample Number	Sample Location	Sample Description	Analytical Results
B Slaton-Asphalt *Lab# 26-501247*	8-9-26 – James H	Black asphalt	No asbestos detected
B Slaton-Asphalt *Lab# 26-501248*	9-8-26 – James H	Black asphalt & gray rocks	No asbestos detected

OFFICIAL NOTICE: After 45 days, samples are disposed of through a licensed waste hauler, unless client requests their return.

Total number of samples: 2

Supervisor_____ Analyst_____

Note: The test result findings are made to the methodologies and parameters described on the reverse of this page.

3463 Ramona Ave., Suite 17 • Sacramento, CA 95826 • (916) 456-4892 • Fax (916) 456-1082

By accepting the test result(s), client acknowleges and accepts all parameters and methodologies stated below for the sample analysis service performed and the results reported. This report shall not be reproduced except in its entirety, including at least one copy of the back of the report, without the written approval of Precision Micro-Analysis, Inc.

Air Sample Analyses

In the analysis of air samples, Precision Micro-Analysis, Inc. (hereinafter referred to as PMA) calculates and reports the fiber density on the air sample filter. This value and the air volume data supplied by the client is used to calculate and report the concentration of fibers for the air volume sampled. Air samples are analyzed in strict accordance with the **NIOSH Method 7400, Issue 2: dated 15 August 1994 using "A" counting rules.**

The "Fibers/cc" value is the calculated number of fibers per cubic centimeter of air.

The "L.O.D." is the limit of detection. This value is calculated from the given limit of detection of 7.0 fibers/mm^2 of filter area and the air volume given for each sample.

The "U.C.L." is a 95% upper confidence limit for the calculated value, given in units of fibers per cubic centimeter of air. This upper confidence limit is calculated from the number of counted fibers versus the coefficient of variation curve presented as Figure 1 within the NIOSH method 7400, Issue 2: dated 15 August 1994.

The "L.O.Q." is the limit of quantification and represents the number of fibers counted at which a certain acceptable level of precision is reached. The minimum specified count range of 100 fibers/mm^2 is the value to use as an L.O.Q. The only way to lower the L.O.Q. is to increase the air volume of the sample.

PMA is not responsible for errors which result from improper sampling, inaccurate pump flow rates, or misstated sampling time and/or sampling location data. We reserve the right to deem any air sample received as "not suitable for analysis". Examples of such would be a damaged or overloaded filter, or missing/illegible air volume data.

Time Weighted Average (TWA) Reports

PMA offers a report which calculates an eight-hour time-weighted average for an individual monitored for one eight-hour work shift. The report lists other information such as employee work activity, monitoring conditions and respirator type. Because this data is supplied by the client, PMA assumes no responsibility for the accuracy of client-supplied data or for testing the effectiveness of respirators.

- If a single sample spans the eight-hour work shift, care must be taken to ensure that the sample does not become overloaded.
- If a single sample can't be taken for this duration, the next best option is to take consecutive series of samples throughout the 8-hour period.

Bulk Sample Analyses

Precision Micro-Analysis performs all bulk analyses utilizing Polarized Light Microscopy (PLM), which includes observation of Dispersion Staining and/or Becke Lines as a confirming test for refractive index determination and uses:

NVLAP Test Method Code	Test Method Reference
18 / A01	40 Code of Federal Regulations, Chapter I, Part 763, Subpart F, Appendix A, Pages 293-299 **or the current U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials.**

In the analyses of bulk samples, PMA determines whether the sample contains a regulated asbestos mineral, and - if it does - identifies the specific type and percentage of asbestos present. Whenever possible, each distinct layer in multi-layered samples will be analyzed and reported separately. Also, except in the case of joint compound and wallboard, the results will not be combined to give an "overall result".

Per EPA regulations, bulk samples may be quantified for asbestos by either of two methods, using either **visual estimation** or **point counting**. PMA analyzes all samples by visual estimation unless point counting is requested by the client.

According to the EPA clarification memorandum regarding the 11/20/90 revisions to the final NESHAP (National Emissions Standards for Hazardous Air Pollutants) Rule: "First, a sample in which no asbestos is detected by PLM does not have to be point counted. ... Second, if the analyst detects asbestos in the sample and estimates the amount by visual estimation to be less than 10%, the owner or operator of the building may (1) elect to assume the amount to be greater than 1% and treat the material as asbestos-containing material or, (2) require verification of the amount by point counting. If a result obtained by point counting is different from a result obtained by visual estimation, the point count result will be used."

PMA charges for **each** analysis of any given sample. If a sample is analyzed **first** by visual estimation and **then** by point counting, the client agrees to pay PMA for sample analysis by PLM visual estimation **and additionally** for sample analysis by PLM point counting.

In PLM analysis by visual estimation, the percentages reported of asbestos found are estimates of the relative proportions of the areas of the specific materials tested to the area of the total sample received, typically estimating a "range" (e.g., 25-30% Chrysotile asbestos). In PLM analysis by point counting, detected asbestos is reported as the percentage resulting from "asbestos fibers counted divided by number of non-empty points counted" (e.g., 25% Chrysotile asbestos). In both methods of PLM analysis, asbestos detected in an amount less than one percent is reported as a "Trace" finding (e.g., Trace <1% Chrysotile asbestos).

VAT (Vinyl Asbestos Tile) can contain asbestos of such fine dimensions that it is difficult or impossible to detect with PLM. Accordingly, clients may wish to consider re-testing, by bulk TEM (Transmission Electron Microscopy) analysis, those materials with PLM analytical results of "Trace" (less than 1%) or "no asbestos detected."

In the performance of bulk sample analyses, PMA does not make or imply any statements concerning the health hazards of the environment from which the sample was taken. Nor does PMA imply that the make-up of the sample received by this laboratory is the same as all such material in the environment from which the sample was taken. Our test results relate only to the sample(s) submitted and analyzed.

PMA reserves the right to deem any sample it receives as "not suitable for analysis" due to an insufficient amount of sample material or improper packaging which may cause cross-contamination between samples.

PMA is not responsible for the accuracy of the client's submission data concerning the sample location, sample description or any other client-supplied information.

EXHIBIT 12

The Superior Court's September 17, 2026 temporary restraining order and evidence-preservation order in Anderson v. Slaton, No. CV68663

M. Renee Orth (SBN 241847)
P.O. Box 213
Standard, California 95373
Telephone: 310-995-1582
Email: renee@reneeorth.com
Attorney for Plaintiffs

FILED
SEP 17 2026
Superior Court of California
County of Tuolumne
by: D. S. Dyon Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TUOLUMNE

DORRIYA ANDERSON; CRAIG ANDERSON; JAMES ROBERTS; JOANN ROBERTS; FRANK FERNANDEZ; ANTONIO FERNANDEZ; JIM FERNANDEZ; and PATRICIA REH,
Plaintiffs,
v.
JOHN LAMAR SLATON, an individual; BRUCE SLATON, an individual; ROBERT A. WOODWORTH and DIANE WOODWORTH, individually and as trustees; DJ SLATON EXCAVATION, form unknown; COUNTY OF TUOLUMNE, a political subdivision of the State of California; and DOES 1 through 50, inclusive,
Defendants.

Case No. CV68863

~~[PROPOSED]~~ ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION AND TEMPORARY RESTRAINING ORDER PRESERVING EVIDENCE

Date: September 17, 2026
Time: 8:00 a.m., or as soon thereafter as the Court permits
Dept.: 3
Judge: David Reyerslorf

~~[PROPOSED]~~ ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION AND TEMPORARY RESTRAINING ORDER PRESERVING EVIDENCE

Plaintiffs' Ex Parte Application for a Temporary Restraining Order and Order to Show Cause re Preliminary Injunction came before the Court on September 17, 2026. The Court considered the application, memorandum, declarations of M. Renée Orth, Dorriya Anderson and Scott Fischler, any

properly submitted exhibits and matters subject to judicial notice, the records and pleadings on file, and the argument of the parties appearing.

For purposes of interim relief only, and without deciding the ultimate merits, the Court finds:

1. Plaintiffs gave notice of the application as described in the declaration regarding notice. To the extent notice was shorter than ordinarily required or a department had not yet been assigned, the immediate risk that unique physical evidence would be removed, altered, or commingled before a regularly noticed hearing constitutes exceptional circumstances and good cause to consider the application.

2. The real property at 18955 Industry Way, Sonora, California, APN 097-090-010 (the "Site"), contains asphalt, concrete, soil, rock, demolition debris, and related material that is a subject of this action and may be necessary to determine the parties' claims and defenses (the "Subject Material"). "Subject Material" includes both material remaining at the Site and identifiable or traceable material removed from the Site, wherever presently located.

3. The declarations establish repeated excavation, loading, and removal of Subject Material on September 4 and September 8, 2026; a refusal to provide even a sample after litigation had commenced. Continued removal, alteration, or commingling before representative sampling would risk permanently destroying the ability to identify and test the material in its original or traceable condition. The evidence further indicates that removed Subject Material was delivered to Sierra Rock Products for processing. Jim Hatler of Sierra Rock Products informed Plaintiffs' counsel on September 10, 2026, that approximately 90 percent of the delivered material had already been processed and mixed with other material. The remaining identifiable material is therefore at immediate risk of processing, commingling, disposition, or loss unless preserved.

4. Monetary damages cannot restore unique physical evidence once it has been dispersed, processed, or commingled. The threatened evidentiary injury is therefore immediate and irreparable, and may tend to render a judgment in this action ineffectual.

5. For purposes of interim relief, the verified Complaint and supporting declarations demonstrate a reasonable probability that Plaintiffs will prevail on the merits of at least one pleaded cause of action to which the subject material is material. The balance of interim harms favors a short, narrowly tailored order preserving the remaining evidence until a preliminary-injunction hearing can be held.

6. The restraints below preserve the status quo until sampling and testing are completed.

ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION

Defendants are ORDERED TO SHOW CAUSE why, pending the completion of sampling and testing of evidence or further order of the Court, a preliminary injunction should not issue:

1. prohibiting the excavation, crushing, grinding, screening, grading, mixing, loading, removal, transportation, sale, transfer, disposal, concealment, alteration, destruction, or commingling of Subject Material remaining at the Site or removed from the Site on or after September 3, 2026;
2. requiring preservation of Subject Material and all documents, electronically stored information, photographs, videos, drone footage, load records, scale tickets, invoices, receipts, communications, sampling data, and other records identifying its source, condition, location, movement, recipient, testing, processing, or disposition;
3. requiring Defendants who possess, control, or have the legal right to obtain access to the Site or traceable removed Subject Material to permit an expedited inspection, photographic and video documentation, and representative sampling by qualified consultants under an approved or stipulated protocol that provides for split samples, documented locations, chain of custody, appropriate health-and-safety controls, and analysis by qualified laboratories; and
4. requiring such other narrowly tailored measures as are necessary to preserve the evidentiary value of the Subject Material while allowing any lawful remediation to proceed after documentation and representative sampling.

The hearing on the Order to Show Cause will be held as follows:

5. Hearing date: 9-23-2026 ; Time: 1:30 ; Department: 5 .

6. Plaintiffs shall serve this signed Order, the Ex Parte Application, supporting memorandum, declarations, and exhibits, on each responding party no later than 9-21-2026 by the following manner: Telephone or e-mail.

7. Plaintiffs shall file proof of service no later than 9-23-26.

8. Any opposition papers shall be filed and served no later than 9-23-26.

9. Any reply papers shall be filed and served no later than N/A - Time does not permit.

10. Counsel shall meet and confer no later than 9-22-26 regarding a proposed inspection and sampling protocol and shall file either a stipulation or a joint statement identifying remaining disputes no later than 9-23-26.

TEMPORARY RESTRAINING ORDER

Pending the hearing on the Order to Show Cause, and subject to the exceptions stated below, IT IS HEREBY ORDERED:

11. Defendants John Lamar Slaton, Bruce Slaton, Robert A. Woodworth, Diane Woodworth, and DJ Slaton Excavation (collectively, the "Private Defendants"), together with their officers, agents, employees, representatives, contractors, haulers, bailees, custodians, and all persons acting for them or in active concert or participation with them who receive actual notice of this Order—including Sierra Rock Products, Inc. and Jim Hatler solely to the extent either is acting in any such capacity—shall not excavate, crush, grind, screen, grade, mix, load, remove, transport, sell, transfer, use, dispose of, conceal, alter, destroy, or commingle any Subject Material remaining at the Site or any identifiable Subject Material removed from the Site on or after September 3, 2026.

12. The Private Defendants shall not direct, request, authorize, assist, or permit any other person or entity to engage in conduct prohibited by paragraph 11.

13. The Private Defendants shall not direct, request, authorize, assist, procure, suffer, or permit any other person or entity—including Sierra Rock Products, Inc. or Jim Hatler—to engage in conduct prohibited by paragraph 11. The Private Defendants shall immediately exercise all contractual rights, possessory rights, ownership rights, instructions, or other means within their control to suspend further processing, commingling, transfer, sale, use, or disposition of Subject Material previously delivered to any third party.

14. This obligation includes taking all steps within that Defendant's possession, custody, control, contractual authority, or practical ability to preserve Subject Material delivered to Sierra Rock Products. To the extent Sierra Rock Products, Inc. or Jim Hatler possesses Subject Material as an agent, contractor, hauler, bailee, custodian, or person acting in concert or participation with a Private Defendant, and receives actual notice of this Order, Sierra Rock Products and Hatler shall preserve all remaining identifiable Subject Material in its present location and condition and shall not process, crush, screen, blend, commingle, transfer, sell, use, dispose of, conceal, or otherwise alter it pending further order of the Court.

15. No later than 5:00 p.m. on the first court day after service of this Order, each Defendant with knowledge of removal shall serve on all appearing counsel a written identification, to the extent known after reasonable inquiry, of: (a) each date material was removed on or after September 3, 2026; (b) the person or entity that transported it; (c) the approximate number of loads or quantity; (d) every delivery or present location; (e) each recipient's name and contact information; and (f) whether the material remains segregated, has been processed, or has been commingled. A jointly verified response may be submitted.

16. Immediately upon service of this Order, the Private Defendants shall transmit a copy of it and written preservation instructions to Sierra Rock Products, Inc., Jim Hatler, and each other known hauler or recipient of Subject Material removed on or after September 3, 2026. The Private Defendants shall complete such transmission by telephone and by email, personal delivery, or another reasonably calculated written method, and shall promptly provide appearing counsel with copies of the written notices and evidence of transmission.

17. The County of Tuolumne shall preserve the evidence and records described in paragraph 13.

18. This Order does not prohibit watering or other dust-suppression measures that do not excavate, relocate, mix, bury, cover with additional fill, or materially alter the Subject Material. It also does not prohibit action reasonably necessary to address an imminent threat to life, health, safety, or property pursuant to a written direction of an authorized public agency or emergency responder. When circumstances permit, the person taking emergency action shall first photograph and document the affected area, preserve reasonably representative samples under documented chain of custody, and promptly notify all appearing counsel.

19. Nothing in this Order authorizes entry onto private property, invasive sampling, or interference with lawful regulatory inspections. Inspection and sampling shall occur only by written stipulation or further order of the Court.

20. This Order binds the named Defendants upon service or actual notice. It also binds their officers, agents, employees, representatives, contractors, haulers, bailees, custodians, and persons acting in concert or participation with them—including Sierra Rock Products, Inc. and Jim Hatler to the extent either falls within one of those categories—upon actual notice of the Order.

21. Pursuant to Code of Civil Procedure section 529, this Temporary Restraining Order becomes effective when Plaintiffs file an undertaking in the amount of $ 10,000.00, conditioned as required by law.

22. Unless extended by the Court or by written stipulation approved by the Court, this Temporary Restraining Order expires on 9-23-26 at 5:00 p.m.

23. The Court retains jurisdiction to clarify or enforce this Order and to address any genuine emergency or claimed undue hardship on shortened notice. No finding in this Order is binding at trial or constitutes a final adjudication of any claim or defense.

IT IS SO ORDERED.

Dated: 9-17-2026

JUDGE OF THE SUPERIOR COURT

EXHIBIT 13

Attorney for Petitioners letter demanding immediate enforcement action dated June 2, 2026

M. RENÉE ORTH
Attorney at Law
P.O. Box 213, Standard, CA 95373
Tel: (310) 995-1582 | Renee@ReneeOrth.com

June 2, 2026

VIA CERTIFIED MAIL AND ELECTRONIC MAIL

Debbie Larson, REHS
Environmental Health Director
Local Enforcement Agency / CUPA
Tuolumne County Community Development Department
48 Yaney Avenue / 2 South Green Street
Sonora, CA 95370

Re: DEMAND FOR IMMEDIATE ENFORCEMENT ACTION — 18955 Industry Way, Sonora, CA 95370 (APN 097-090-010); Ongoing Violations of Your May 11, 2026 Directive; Confirmed Asbestos-Containing Material; Imminent Public Health Hazard

Dear Director Larson:

This office represents Ree Anderson, a resident and property owner in the immediate vicinity of the above-referenced parcel. I write to demand immediate enforcement action against John Lamar Slaton and Trustees Diane and Robert A. Woodworth (collectively, "Slaton") arising from ongoing operations at 18955 Industry Way that are in direct violation of your office's May 11, 2026 enforcement letter and that constitute an imminent and ongoing public health hazard involving confirmed asbestos-containing serpentinite material.

I. SLATON IS ACTIVELY VIOLATING YOUR MAY 11, 2026 DIRECTIVE

Your May 11, 2026 letter to Slaton imposed specific, mandatory requirements governing all material handling at the site. Within approximately three weeks of receiving that directive, Slaton has commenced removal operations involving material the letter expressly identifies as requiring controlled handling. Those operations are generating visible dust in the surrounding residential neighborhood — in direct and knowing violation of the letter's explicit requirements.

Your May 11 letter required the following, none of which appear to have been satisfied:

- All transfer operations involving uncrushed asphalt with serpentine adherence must include effective dust control;
- Slaton must submit to EHD a removal plan, destination facility, and receipts verifying proper disposal or recycling before removal operations proceed;
- Asbestos sampling of crushed material containing serpentinite is required before that material may be moved or disposed of, as the appropriate disposal category depends on whether the material meets hazardous waste criteria;

- Any pile testing as hazardous waste must be covered, labeled, and properly disposed of within 30 days under CUPA hazardous waste control laws (Cal. Health & Safety Code § 25404; CCR Title 22, Chapter 11, Article 1, § 66261.3 et seq.).

Slaton's current operations violate each of these requirements. Dust is being generated and dispersed into a residential area from material that has not been tested, from a site for which no removal plan has been submitted to EHD. This is not a technical or procedural deficiency — it is the ongoing dispersal of potentially hazardous respirable asbestos fibers into the air breathed by residents whose homes are within 500 feet of the operations.

II. THE SITE HAS BEEN IN CONFIRMED VIOLATION OF STATE ASBESTOS LAW SINCE AT LEAST JANUARY 2022

As you are aware, the current violations do not arise in a vacuum. Attached hereto as Exhibit A is a Bulk Sample Analysis (PLM) Report, Report No. 220111004, prepared by Precision Micro-Analysis, Inc., a California-certified asbestos testing laboratory. This report documents the results of samples collected on December 21, 2021 from green serpentine rock on the northeast portion of the parcel — samples collected by Kent Rasmussen of the Tuolumne County Air Pollution Control District.

The results are unambiguous. Both samples returned positive findings for Chrysotile and Tremolite asbestos — two distinct asbestos fiber types — at concentrations of 1.50% and 2.25% respectively. These concentrations:

- Exceed the 1.0% threshold defining "asbestos-containing material" under the federal National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. Part 61, Subpart M, triggering federal Clean Air Act requirements for any demolition, grinding, or disturbance of the material;
- Exceed the 0.25% threshold defining "asbestos-containing material" under the California Air Resources Board Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations, Cal. Code Regs. tit. 17, § 93105 ("ATCM"), which independently requires an approved Asbestos Dust Mitigation Plan before any grading, crushing, stockpiling, or disturbance of this material on a parcel exceeding one acre;
- Exceed the 0.1% threshold triggering Cal/OSHA worker protection requirements under 8 C.C.R. § 341.6 for any work disturbing asbestos-containing construction materials.

These results have been in the possession of Tuolumne County since January 2022. Crushing operations involving this material continued at the site for years thereafter. No Asbestos Dust Mitigation Plan was ever submitted to or approved by the APCD. No NESHAP-compliant handling protocol was implemented. Residents of the Rugged Trail Road neighborhood were exposed to the resulting dust without warning, notice, or protection for years. There is no record of this asbestos-containing material being safely removed from the site so the only reasonable assumption is that some or all of the hazardous material is still present. Additionally, as noted by CalRecycle, there is a high likelihood that concrete on the site contains asbestos-containing serpentine.

The implications of this history are grave. The confirmed presence of asbestos at concentrations far exceeding applicable regulatory thresholds, known to county agencies since early 2022, was not communicated timely to neighboring residents (the report was only disclosed in response to a CPRA request), was not used as a basis to halt operations, and did not prevent former Community Development Department Director Quincy Yaley and former Building Safety Director Brian Bell from issuing subsequent permits that enabled the continuation and expansion of site operations.

Your May 11, 2026 letter explicitly and commendably acknowledges that prior county staff communications cannot override state solid waste regulations or the LEA's duty to enforce them. That acknowledgment implicitly confirms that prior county conduct in enabling these operations was outside the bounds of lawful regulatory authority.

My client and her neighbors are not asking this office to adjudicate the conduct of former county officials at this time. We raise this history solely to underscore the urgency of the present situation: the neighborhood has already been exposed to confirmed asbestos-containing dust for years without any protective response from the county. Current removal operations generating additional dust represent a continuation — and under the circumstances, an aggravation — of that ongoing harm.

III. IMMEDIATE ACTION DEMANDED

On behalf of my client, I hereby demand that the Tuolumne County Environmental Health Department / LEA take the following actions immediately and in no case later than five (5) business days from the date of this letter:

1. Cease and Desist Order. Issue a formal written cease and desist order to Slaton immediately halting all material removal, transfer, disturbance, and handling operations at 18955 Industry Way pending: (a) submission and EHD approval of a removal plan satisfying the requirements of your May 11, 2026 letter; (b) completion of asbestos characterization testing of all serpentinite-containing crushed material; and (c) implementation of an EHD-approved dust control protocol for all subsequent operations.
2. Site Inspection. Conduct an immediate site inspection to document current site conditions, identify all material categories present, and determine whether operations currently underway comply with the requirements of your May 11, 2026 letter and applicable state solid waste, hazardous waste, and ATCM regulations.
3. Expedited Asbestos Testing. Expedite the asbestos sampling referenced in your May 11 letter. All material that may contain serpentinite must be tested, covered, and labeled as potentially hazardous pending results. Testing must be completed and results provided to EHD, CalRecycle, the APCD, and affected neighbors without delay.
4. APCD Coordination. Refer the confirmed CARB ATCM § 93105 violation — specifically, the absence of an approved Asbestos Dust Mitigation Plan for any grading, crushing, or disturbance of asbestos-confirmed serpentinite material on a parcel exceeding one acre — to the Tuolumne County Air Pollution Control District for independent enforcement action.

5. CalRecycle Notification. Notify CalRecycle of current site violations and the failure to comply with your May 11, 2026 directive, and request that CalRecycle exercise its independent enforcement authority under Public Resources Code § 43209.
6. Violation Documentation. Document all current violations in writing and provide copies to my client, to CalRecycle, and to the APCD. Specifically document: (a) the absence of an approved removal plan; (b) the absence of asbestos testing results; (c) the absence of effective dust control measures; and (d) the history of confirmed asbestos-containing material dating to the January 2022 APCD laboratory results.
7. Neighbor Notification. Provide written notice to all residents within 1,000 feet of the parcel of the confirmed asbestos findings, the nature of current violations, and the enforcement actions being taken. Affected residents have a right to know the nature of the hazard to which they have been and continue to be exposed.

IV. RESERVATION OF RIGHTS

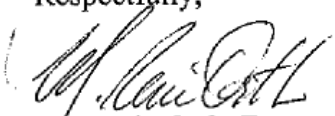
My client expressly reserves all legal rights and remedies arising from the matters described herein, including without limitation claims for private nuisance, public nuisance, trespass, negligence per se, and violations of the California Unfair Competition Law (Bus. & Prof. Code § 17200) against Slaton, and all available administrative and judicial remedies against the County of Tuolumne. Nothing in this letter constitutes a waiver of any such rights or remedies, and all applicable statutes of limitations are hereby tolled as to the County of Tuolumne to the extent permitted by law.

This letter also constitutes notice to the County of Tuolumne of a potential claim under the California Government Claims Act (Gov. Code § 910 et seq.) for injuries arising from the County's failure to enforce mandatory state solid waste, hazardous waste, and air quality regulations with respect to the operations at 18955 Industry Way.

My client's preference is resolution through cooperative enforcement action that protects the health of the neighborhood and brings this matter into compliance with state law. We are prepared to work constructively with your office toward that end. However, the current situation — active dust generation from confirmed asbestos-containing material, without an approved plan, without testing, and without notice to affected residents — requires immediate action, not further delay.

Please confirm receipt of this letter and advise as to the specific enforcement steps your office is taking by no later than June 5, 2026.

Respectfully,



M. Renée Orth, Esq.

Encl:

Bulk Sample Analysis (PLM) Report No. 220111004, Precision Micro-Analysis, Inc., dated January 11, 2022; samples collected December 21, 2021 by Kent Rasmussen, Tuolumne County

Air Pollution Control District, from 18955 Industry Way, Sonora, CA 95370; confirming Chrysotile and Tremolite asbestos at concentrations of 1.50% (Sample KR-01) and 2.25% (Sample KR-02)

cc:

- Michael Clegg, CalRecycle
- Kent Rasmussen, Tuolumne County Air Pollution Control District
- Roger Root, Interim Director, Tuolumne County Community Development Department
- Tuolumne County Board of Supervisors
- California Attorney General, Environmental Section

PROOF OF SERVICE

I, Cheryl Deaver, state as follows:

I am over the age of eighteen (18) years, not a party to this action, and I am employed in Tuolumne County at 2 South Green Street, Sonora, CA 95370. On September 30, 2026, I served the following:

Case: [redacted]

- **Personal Service:** Delivered personally to the persons listed below [ ]
- **Mail:** Placed in a sealed envelope with postage prepaid and deposited in the U.S. Mail. [ ]
- **Electronic Service:** Transmitted electronically [X]

M Renee Orth
renee@reneeorth.com

Michael Germain
michael@meyerpink.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Sonora, California on September 30, 2026.

Cheryl Deaver