

140V003753

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH ___

MILWAUKEE COUNTY

STATE OF WISCONSIN,
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857,

COPY

Plaintiff,

v.

Case No. 14-CX- 000002

Complex Forfeiture: 30109

AURORA HEALTH CARE, INC.
750 West Virginia Street
Post Office Box 341880
Milwaukee, Wisconsin 53204,
a Wisconsin corporation,

**HON. DANIEL NOONAN, BR. 31
CIVIL J**

Defendant.

THE AMOUNT CLAIMED IS
GREATER THAN THE
AMOUNT CLAIMED UNDER
WIS. STAT. § 799.01(1)(d).

SUMMONS

FILED AND
AUTHENTICATED
MAY 06 2014
JOHN BARRETT
Clerk of Circuit Court

THE STATE OF WISCONSIN,

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached states the nature and basis of the legal action.

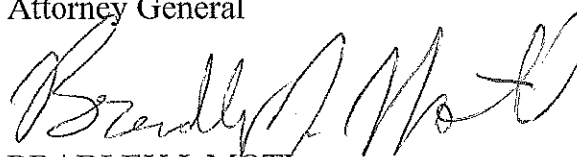
Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint.

The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Milwaukee County Circuit Court, 901 North 9th Street, Room 104, Milwaukee, WI 53233-1458, and to Bradley J. Motl, plaintiff's attorney, whose address is Wisconsin Department of Justice, Environmental Protection Unit, 17 West Main Street, Post Office Box 7857, Madison, WI 53707-7857. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 29th day of April, 2014.

J.B. VAN HOLLEN
Attorney General



BRADLEY J. MOTL
Assistant Attorney General
State Bar #1074743

Attorneys for Plaintiff State of Wisconsin

Wisconsin Department of Justice
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14CV00002

STATE OF WISCONSIN

CIRCUIT COURT
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MILWAUKEE COUNTY

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STATE OF WISCONSIN

17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857,

Plaintiff,

v.

Case No. 14-CX-~~00000~~ 2
Complex Forfeiture: 30109

AURORA HEALTH CARE, INC.

750 West Virginia Street
Post Office Box 341880
Milwaukee, Wisconsin 53204,
a Wisconsin corporation,

Defendant.

THE AMOUNT CLAIMED IS
GREATER THAN THE
AMOUNT CLAIMED UNDER
WIS. STAT. § 799.01(1)(d).

COMPLAINT

The State of Wisconsin by its attorneys, Attorney General J.B. Van Hollen and Assistant Attorney General Bradley J. Motl, brings this complaint against the above-named defendant at the request of the Wisconsin Department of Natural Resources (WDNR) and alleges as follows:



ALLEGATIONS RELEVANT TO ALL VIOLATIONS

1. Plaintiff State of Wisconsin is a sovereign state of the United States of America with its principal offices at the State Capitol in Madison, Dane County, Wisconsin.

2. Plaintiff State of Wisconsin has enacted Wis. Stat. ch. 291, relating to hazardous waste management, and administers, through its WDNR, regulations promulgated pursuant to those statutes to prevent and reduce hazardous waste mismanagement in the state, and the risks to the environment and public health and safety such waste mismanagement presents.

3. Defendant Aurora Health Care, Inc. (Aurora) is a domestic non-stock corporation with its principal office at 750 West Virginia Street, Milwaukee, Wisconsin 53204. Its registered agent is Michael Lappin at the same address.

4. Aurora owns and operates Aurora Sinai Medical Center (Sinai) located at 950 North 12th Street, Post Office Box 342, Milwaukee, Wisconsin 53201-0342.

5. Aurora owns and operates Aurora St. Luke's Medical Center (St. Luke's) located at 2900 West Oklahoma Avenue, Milwaukee, Wisconsin 53215-4330.

6. Aurora owns and operates Aurora West Allis Medical Center (West Allis) located at 8901 West Lincoln Avenue, West Allis, Wisconsin 53227-2477.

7. At all times relevant to this complaint, Sinai, St. Luke's, and West Allis have all qualified as large quantity generators pursuant to Wis. Admin. Code § NR 660.10(70m)(b) because they each generate more than 1 kilogram of acute hazardous waste per calendar month.

8. On April 15, 2009, the United States Environmental Protection Agency (EPA) conducted an inspection of Aurora Bay Care Medical Center in Green Bay, Wisconsin. Aurora owns and operates Aurora Bay Care Medical Center.

9. As a result of the April 15, 2009 inspection, EPA issued Aurora a Notice of Violation on August 17, 2009 for disposing of hazardous waste pharmaceuticals as solid waste in violation of federal hazardous waste rules.

10. On May 6, 2010, WDNR staff inspected Sinai (Sinai Inspection).

11. As a result of the Sinai Inspection, WDNR issued Aurora a Notice of Violation on June 30, 2010.

12. On October 14, 2010, WDNR staff inspected St. Luke's (St. Luke's Inspection).

13. As a result of the St. Luke's Inspection, WDNR issued Aurora a Notice of Violation on November 8, 2010.

14. On November 11, 2010, WDNR staff inspected West Allis (West Allis Inspection).

15. As a result of the West Allis Inspection, WDNR issued Aurora a Notice of Violation on December 14, 2010.

VIOLATION ONE: FAILURE TO PROPERLY DISPOSE OF HAZARDOUS WASTE

16. Wisconsin Stat. § 291.21(9) states that "[a]ny person generating solid waste shall determine if the solid waste is a hazardous waste. Any person generating hazardous waste shall: . . . [a]rrange that all wastes generated by them are transported, treated,

stored or disposed of at facilities holding a license issued under this chapter or issued under the resource conservation and recovery act."

17. Wisconsin Admin. Code § NR 661.33(3) states that "[a]ll of the following materials or items are hazardous wastes if and when they are discarded or intended to be discarded . . . [a]ny residue remaining in a container or in an inner liner removed from a container that has held any commercial chemical product or manufacturing chemical intermediate having the generic name listed in sub. (5) or (6)."

18. Wisconsin Admin. Code § NR 661.03(1)(b)4. states that a solid waste is a hazardous waste if "[i]t is a mixture of solid waste and one or more hazardous wastes."

19. Wisconsin Stat. § 291.01(11) defines the term "[m]anifest" as "a form used for identifying the quantity, composition and the origin, routing and destination of hazardous waste during its transport."

20. At all times relevant to this complaint, certain pharmaceutical waste at Sinai, St. Luke's, and West Allis contained hazardous waste, as that term is defined in Wis. Admin. Code ch. NR 661.

21. At all times relevant to this complaint, pharmaceutical waste at Sinai, St. Lukes's and West Allis included discarded nicotine.

22. Discarded nicotine is an acute hazardous waste pursuant to Wis. Admin. Code § NR 661.33(5). The U.S. Environmental Protection Agency (EPA) hazardous waste number for nicotine is P075.

23. At all times relevant to this complaint, pharmaceutical waste at Sinai, St. Lukes's and West Allis included discarded warfarin.

24. Discarded warfarin is an acute hazardous waste pursuant to Wis. Admin. Code § NR 661.33(5). The EPA hazardous waste number for warfarin is P001.

25. The collection of pharmaceutical waste in black containers is commonly known in the health care industry as a black box disposal program.

26. Sinai implemented a black box disposal program at its pharmacy in October 2009 and at the Sinai Vince Lombardi Cancer Center prior to May 3, 2010.

27. Sinai implemented a black box disposal program for the entire medical center on May 3, 2010.

28. Prior to May 3, 2010, Sinai disposed of hazardous waste pharmaceuticals as solid waste.

29. St. Luke's implemented a black box disposal program at its pharmacy in June of 2009.

30. St. Luke's implemented a black box disposal program for the entire medical center on September 1, 2010.

31. Prior to September 1, 2010, St. Luke's disposed of hazardous waste pharmaceuticals as solid waste.

32. West Allis implemented a black box disposal program at its pharmacy in June of 2009.

33. West Allis implemented a black box disposal program for the entire medical center on September 1, 2010.

34. Prior to September 1, 2010, West Allis disposed of hazardous waste pharmaceuticals as solid waste.

35. Aurora failed to arrange for the disposal of pharmaceutical hazardous waste, generated at Sinai, at a facility licensed under Wis. Stat. ch. 291 in violation of Wis. Stat. § 291.21(9) from at least January 1, 2006, to May 3, 2010.

36. Aurora failed to arrange for the disposal of pharmaceutical hazardous waste, generated at St. Luke's, at a facility licensed under Wis. Stat. ch. 291 in violation of Wis. Stat. § 291.21(9) from at least January 1, 2006, to September 1, 2010.

37. Aurora failed to arrange for the disposal of pharmaceutical hazardous waste, generated at West Allis, at a facility licensed under Wis. Stat. ch. 291 in violation of Wis. Stat. § 291.21(9) from at least January 1, 2006, to September 1, 2010.

VIOLATION TWO: FAILURE TO SEPARATE INCOMPATIBLE WASTE

38. Wisconsin Admin. Code § NR 662.034(1)(a)1. states that "a generator may accumulate hazardous waste on-site for 90 days or less without an operating license or interim license, provided that all of the following requirements are met: (a) The waste is placed as follows: 1. In containers and the generator complies with the applicable requirement of subschs. I (containers) . . . of ch. NR 665."

39. Wisconsin Admin. Code § NR 665.0177(1) states that "[i]ncompatible wastes, or incompatible wastes and materials . . . may not be placed in the same container, unless s. NR 665.0017(2) is complied with."

40. Wisconsin Admin. Code § NR 660.10(58)(b) defines "[i]ncompatible waste" as "a hazardous waste which is unsuitable for one of the following: . . . (b) Commingling with another waste or material under uncontrolled conditions because

the commingling might produce heat or pressure, fire or explosion, violent reaction, toxic dusts, mists, fumes, or gases, or flammable fumes or gases."

41. Wisconsin Admin. Code § NR 665.0017(2)(a-e) states that "[w]here specifically required by other sections of this chapter, the treatment, storage or disposal of ignitable or reactive waste, and the mixture or commingling of incompatible wastes, or incompatible wastes and materials, shall be conducted so that it does not do any of the following: (a) Generate extreme heat or pressure, fire or explosion or violent reaction. (b) Produce uncontrolled toxic mists, fumes, dusts or gases in sufficient quantities to threaten human health. (c) Produce uncontrolled flammable fumes or gases in sufficient quantities to pose a risk of fire or explosions. (d) Damage the structural integrity of the device or facility containing the waste. (e) Through other like means threaten human health or the environment."

42. Wisconsin Admin. Code ch. NR 665, Appendix V provides examples of potentially incompatible wastes and the potential consequence of mixing the wastes.

43. According to Wis. Admin. Code ch. NR 665, Appendix V, waste chemicals in Group 1-A and waste chemicals in Group 1-B are incompatible wastes.

44. According to Wis. Admin. Code ch. NR 665, Appendix V, waste chemicals in Group 6-A and waste chemicals in Group 6-B are incompatible wastes.

45. Wisconsin Admin. Code § NR 665.0177(3) states that "[a] storage container holding a hazardous waste that is incompatible with any waste or other materials stored nearby in other containers, piles, open tanks or surface impoundments

shall be separated from the other materials or protected from them by means of a dike, berm, wall or other device."

46. At the St. Luke's Inspection, WDNR staff observed a blue plastic tote in the Hazardous Materials Storage Room containing numerous small containers of hazardous waste lab chemicals.

47. At the St. Luke's Inspection, Aurora employees provided WDNR staff the Material Safety Data Sheet (MSDS) for each of the lab chemicals contained in the blue plastic tote.

48. On October 14, 2010, the blue plastic tote contained Group 1-A wastes Lancerlean (a potassium hydroxide detergent) and potassium hydroxide and Group 1-B wastes acetic acid, boric acid, salicylic acid, Lanceracid (containing acetic acid), silver nitrate, sodium nitrate, and potassium permanganate.

49. On October 14, 2010, the blue plastic tote contained Group 6-A wastes potassium permanganate, sodium nitrate, and silver nitrate and Group 6-B wastes acetic acid, camphor, carbonated cellulose sodium salt, Lanceracid, menthol crystals, caffeine-citrated, carbonated cellulose sodium salt, lactose monohydrate, Kodak RP x-omat, Lancerlean, Lidocaine, methacholine chloride, phenylephrine hydrochloride, poly-d-lysine hydrobromide, polyethylene glycol, polyethylene glycol 1500, polyethylene glycol premix, polysorbate 80, progesterone, and sulfur.

50. On October 14, 2010, the incompatible hazardous wastes located in the blue plastic tote were not separated by means of a dike, berm, wall, or other device.

51. In a letter to WDNR dated December 8, 2010, Aurora employee Lynn Schubert stated, with respect to the blue plastic tote, that St. Luke's "has installed separate containers for wastes that will be accumulated in" the Hazardous Materials Storage Room.

52. Aurora stored incompatible hazardous wastes in a single blue plastic tote at St. Luke's on October 14, 2010 in violation of Wis. Admin. Code §§ NR 662.034 and NR 665.0177.

VIOLATION THREE: FAILURE TO OBTAIN HAZARDOUS WASTE OPERATING LICENSE FOR ACCUMULATING HAZARDOUS WASTE OVER NINETY DAYS

53. Wisconsin Stat. § 291.25(1) states that generators of hazardous waste who store hazardous waste for greater than 90 days must obtain a hazardous waste operating license.

54. During the Sinai Inspection, WDNR staff observed thirteen 30-gallon drums and three 15-gallon containers of waste Freon R11 (trichlorofluoromethane).

55. The containers of waste Freon R11 were generated in April 1998.

56. The containers of waste Freon R11 were stored at Sinai from the time the waste Freon R11 was generated in April 1998 until at least May 6, 2010.

57. From at least April 1, 1998 until August 1, 2006, Freon R11 was listed as a hazardous waste under Wis. Admin. Code § NR 661.31(1). The EPA hazardous waste number for Freon was F500.

58. After August 1, 2006, Freon R11 became listed as a non-hazardous waste, provided that the refrigerant is reclaimed for further use, pursuant to Wis. Admin. Code § NR 661.04(2)(L).

59. Aurora stored waste Freon R11, a hazardous waste, for greater than 90 days without a hazardous waste operating license in violation of Wis. Stat. § 291.25(1) from February 1, 2003 to August 1, 2006.

VIOLATION FOUR: FAILURE TO PREPARE HAZARDOUS WASTE MANIFEST

60. Wisconsin Admin. Code § NR 662.020(1) states that "[a] generator who transports, or offers for transport, a hazardous waste for off-site treatment, storage or disposal . . . shall prepare a manifest."

61. Wisconsin Stat. § 291.01(11) defines the term manifest as "a form used for identifying the quantity, composition and the origin, routing and destination of hazardous waste during its transport."

62. As alleged in paragraphs 26 – 37 above, Sinai disposed of pharmaceutical hazardous waste as solid waste until May 3, 2010 and St. Luke's and West Allis disposed of pharmaceutical hazardous waste as solid waste until September 1, 2010.

63. Aurora did not prepare a hazardous waste manifest for the pharmaceutical hazardous waste it disposed of as solid waste at Sinai prior to May 3, 2010.

64. Aurora did not prepare a hazardous waste manifest for the pharmaceutical hazardous waste it disposed of as solid waste at St. Luke's prior to September 1, 2010.

65. Aurora did not prepare a hazardous waste manifest for the pharmaceutical hazardous waste it disposed of as solid waste at West Allis prior to September 1, 2010.

66. Aurora violated Wis. Admin. Code § NR 662.020(1) from at least January 1, 2006, to May 3, 2010 when it failed to prepare a hazardous waste manifest for the pharmaceutical hazardous waste it disposed of as solid waste at Sinai.

67. Aurora violated Wis. Admin. Code § NR 662.020(1) from at least January 1, 2006, to September 1, 2010 when it failed to prepare a hazardous waste manifest for the pharmaceutical hazardous waste it disposed of as solid waste at St. Luke's.

68. Aurora violated Wis. Admin. Code § NR 662.020(1) from at least January 1, 2006, to September 1, 2010 when it failed to prepare a hazardous waste manifest for the pharmaceutical hazardous waste it disposed of as solid waste at West Allis.

VIOLATION FIVE: FAILURE TO PROPERLY MARK
UNIVERSAL WASTE CONTAINERS

69. Wisconsin Admin. Code § NR 673.14(5) states that "[a] small quantity handler of universal waste shall label or mark the universal waste to identify the type of universal waste as specified below: . . . (5) Each lamp or a container or package in which the lamps are contained shall be labeled or marked clearly with the phrase 'Universal Waste-Lamps', 'Waste Lamps' or 'Used Lamps'."

70. Wisconsin Admin. Code § NR 673.09(11)(d) defines universal waste as "any of the following hazardous wastes that are subject to the universal waste requirements of this chapter: . . . (d) Lamps as described in s. NR 673.05."

71. Wisconsin Admin. Code § NR 673.09(9) states that "[s]mall quantity handler of universal waste' means a universal waste handler (as defined in this section) who does not accumulate 5,000 kilograms (11,025 pounds) or more total of universal waste . . . at any time."

72. St. Luke's is a small quantity handler of universal waste.

73. At the St. Luke's Inspection, WDNR staff observed approximately 12 boxes of waste lamps.

74. The waste lamps constitute universal waste, as that term is defined in Wis. Admin. Code § 673.09(11)(d).

75. Boxes of waste lamps located at St. Luke's on October 14, 2010 were not marked with the phrase "Universal Waste-Lamps," "Waste Lamps," or "Used Lamps."

76. In a letter to WDNR dated December 8, 2010, Aurora employee Lynn Schubert stated that St. Luke's "has revised its procedures so that containers of waste lamps will be labeled" in accordance with Wis. Admin. Code § NR 673.14.

77. Aurora violated Wis. Admin. Code § NR 673.14(5) on October 14, 2010, because it failed to mark boxes of waste lamps as "Universal Waste – Lamps," "Waste Lamps," or "Used Lamps."

VIOLATION SIX: FAILURE TO INSPECT HAZARDOUS WASTE CONTAINERS

78. Wisconsin Admin. Code § NR 662.034(1)(a)1. states that "a generator may accumulate hazardous waste on-site for 90 days or less without an operating license or interim license, provided that all of the following requirements are met: (a) The waste is

placed as follows: 1. In containers and the generator complies with the applicable requirement of subch[[]]. I (containers) . . . of ch. NR 665."

79. Wisconsin Admin. Code § NR 665.0170 states that "[t]his subchapter applies to owners and operators of all hazardous waste facilities that store containers of hazardous waste."

80. Wisconsin Admin. Code § NR 665.0174 states that "[t]he owner or operator shall inspect areas where containers are stored, at least weekly, looking for leaks and for deterioration caused by corrosion or other factors."

81. At the St. Luke's Inspection, WDNR staff determined that St. Luke's staff does not conduct weekly inspections of the battery storage room.

82. As of October 14, 2010, St. Luke's staff did not conduct weekly inspections of the battery storage room.

83. On October 14, 2010, the battery storage room contained hazardous waste containers.

84. In a letter to WDNR dated December 8, 2010, Aurora employee Lynn Schubert stated that St. Luke's "has revised procedures to ensure that appropriate inspections are conducted."

85. Aurora violated Wis. Admin. Code §§ NR 662.034(1) and NR 665.0174 on October 14, 2010 because it failed to conduct weekly inspections of areas where containers of hazardous waste are stored.

VIOLATION SEVEN: FAILURE TO DETERMINE IF WASTE IS HAZARDOUS

86. Wisconsin Admin. Code § NR 662.011 states that "[a] person who generates a solid waste, as defined in s. NR 661.02, shall determine if that waste is a hazardous waste."

87. Wisconsin Admin. Code § NR 661.02(a) states that "[a] solid waste is any discarded material" not excluded by a WDNR rule.

88. At the St. Luke's Inspection, WDNR staff observed that Aurora discarded bandages impregnated with silver as solid waste.

89. As of and including October 14, 2010, staff at St. Luke's had not determined if bandages impregnated with silver are a hazardous waste.

90. In an attachment to an email to WDNR dated October 27, 2010, Aurora employee Lynn Schubert stated that bandages impregnated with silver and contaminated with body fluids are managed as an infection waste; otherwise, the silver bandages are managed as solid waste.

91. In a letter to WDNR dated December 8, 2010, Aurora employee Lynn Schubert stated, in regards to the disposal of bandages containing silver, that "[w]e are continuing to evaluate the specific materials used by [St. Luke's]"

92. Aurora violated Wis. Admin. Code § NR 662.011 on October 14, 2010, because it failed to determine if bandages impregnated with silver are a hazardous waste.

VIOLATION EIGHT: FAILURE TO KEEP HAZARDOUS WASTE CONTAINER
CLOSED DURING STORAGE

93. Wisconsin Admin. Code § NR 662.034(1)(a)1. states that "a generator may accumulate hazardous waste on-site for 90 days or less without an operating license or interim license, provided that all of the following requirements are met: (a) The waste is placed as follows: 1. In containers and the generator complies with the applicable requirement of subch[[]]. I (containers) . . . of ch. NR 665."

94. Wisconsin Admin. Code § NR 665.0173(1) states that "[a] container holding hazardous waste shall always be closed during storage, except when it is necessary to add or remove waste."

95. At the West Allis Inspection, WDNR staff inspected Outdoor Storage Room 3.

96. On November 11, 2010, a 55-gallon drum containing waste solvent was located in Outdoor Storage Room 3.

97. An open-topped funnel was attached to the 55-gallon drum on November 11, 2010.

98. The waste solvent contained in the 55-gallon drum is a hazardous waste pursuant to Wis. Admin. Code §§ NR 661.21(2) and NR 661.31(1). The waste solvent exhibits the ignitability characteristic (EPA hazardous waste number D001) and is a listed hazardous waste from a non-specific source (EPA hazardous waste number F005).

99. At the time of the West Allis Inspection, waste solvent was not being added to or removed from the 55-gallon drum.

100. Aurora violated Wis. Admin. Code §§ NR 662.034(1) and NR 665.0173(1) on November 11, 2010 when it failed to keep its 55-gallon drum containing waste solvent closed during storage.

PENALTY PROVISIONS

101. Wisconsin Stat. § 299.95 authorizes the attorney general to enforce Wis. Stat. ch. 291 and all rules promulgated and permits issued under that chapter, subject to exceptions not applicable to this case. Under Wis. Stat. § 299.95, the circuit court for Dane County or the county where the violation occurred has jurisdiction to enforce Wis. Stat. ch. 291 and all rules promulgated and permits issued under that chapter "by injunctive and other relief appropriate for enforcement."

102. Wisconsin Stat. § 291.97(1) states that "[a]ny person who violates any provision of [Wis. Stat. ch. 291] or any rule promulgated . . . under this chapter shall forfeit not less than \$100 nor more than \$25,000 for each violation. Each day of a continuing violation is a separate offense."

103. Wisconsin Stat. § 291.97(3) states that "the court may award the department of justice the reasonable and necessary expenses of the investigation and prosecution of the violation, including attorney fees and the costs of performing monitoring."

RELIEF REQUESTED

WHEREFORE, plaintiff asks the Court to enter judgment as follows:

1. Forfeitures as provided in Wis. Stat. § 291.97(1);

2. The 26% penalty surcharge pursuant Wis. Stat. § 814.75(18), the 10% environmental surcharge (for violations committed before July 1, 2009) and 20% environmental surcharge (for violations committed on or after July 1, 2009) under Wis. Stat. § 814.75(12), \$25.00 in court costs under Wis. Stat. § 814.63(1), the \$13.00 crime laboratories and drug law enforcement surcharge under Wis. Stat. § 814.75(3), the \$68.00 court support services surcharge under Wis. Stat. § 814.75(2), the 1% jail surcharge under Wis. Stat. § 814.75(14), the \$21.50 justice information system surcharge under Wis. Stat. § 814.75(15), and the \$3.50 special prosecution clerks surcharge under Wis. Stat. § 814.75(22);

3. The reasonable and necessary expenses of the investigation and prosecution of the violations, including attorney fees pursuant to Wis. Stat. § 291.97(3); and

4. Any other relief the Court deems just and appropriate.

Dated this 29th day of April, 2014.

J.B. VAN HOLLEN
Attorney General



BRADLEY J. MOTL
Assistant Attorney General
State Bar #1074743

Attorneys for Plaintiff State of Wisconsin

Wisconsin Department of Justice
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Madison, Wisconsin 53707-7857
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STATE OF WISCONSIN

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MILWAUKEE COUNTY

STATE OF WISCONSIN,

Plaintiff,

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Case No. 14-CX- 000002
Complex Forfeiture: 30109

AURORA HEALTH CARE, INC.,

Defendant.

STIPULATION AND ORDER FOR JUDGMENT

FILED
MAY 14 2014
COURT REPORTER
37

Plaintiff State of Wisconsin brought this civil action against defendant Aurora Health Care, Inc., regarding disposal of pharmaceutical hazardous waste at its Sinai Medical Center, St. Luke's Medical Center, and West Allis Medical Center. The Complaint alleges violations of the State of Wisconsin's hazardous waste laws and regulations. The parties now wish to settle this matter by agreement and avoid further litigation and, therefore, enter into this stipulation.

IT IS STIPULATED AND AGREED by the State of Wisconsin and Aurora Health Care, Inc. that this case shall be settled on the merits, with prejudice, on the following terms and conditions:

1. The parties to this Stipulation are the plaintiff State of Wisconsin and the defendant Aurora Health Care, Inc.
2. The Circuit Court for Milwaukee County, Wisconsin (the "Court") has jurisdiction over the parties and the subject matter of this action.

3. This Stipulation and Judgment as approved by the Court shall apply to and be binding on the parties and on the successors and assignees of the parties. No change in ownership or corporate or partnership status shall in any way alter the responsibilities of the defendant Aurora Health Care, Inc. under this Stipulation and Judgment.

4. Judgment shall be entered in favor of the plaintiff State of Wisconsin and against the defendant Aurora Health Care, Inc. in the amount of \$340,000.00. This sum is comprised of forfeitures, statutory surcharges, costs, and attorney fees as follows: forfeitures of \$224,400.67 under Wis. Stat. § 291.97(1), a 26% penalty surcharge of \$58,344.18 under Wis. Stat. § 814.75(18), a 20% environmental surcharge of \$44,880.14 under Wis. Stat. § 814.75(12), \$25.00 in court costs under Wis. Stat. § 814.63(1), a \$13.00 crime laboratories and drug law enforcement surcharge under Wis. Stat. § 814.75(3), a \$68.00 court support services surcharge under Wis. Stat. § 814.75(2), a 1% jail surcharge of \$2,244.01 under Wis. Stat. § 814.75(14), a \$21.50 justice information system surcharge under Wis. Stat. § 814.75(15), a \$3.50 special prosecution clerks surcharge under Wis. Stat. § 814.75(22), and attorney fees of \$10,000 under Wis. Stat. § 291.97(3).

5. Defendant Aurora Health Care, Inc. will pay \$330,000.00 by check payable to the Milwaukee County Circuit Court and delivered to the Clerk of Court, Milwaukee County Courthouse Room 104, 901 North 9th Street, Milwaukee, Wisconsin 53233, along with a cover letter to the Court identifying the case by name and number. A copy of the check and cover letter shall be simultaneously mailed as proof of payment to Assistant Attorney General Bradley J. Motl at the Wisconsin Department of Justice,

Post Office Box 7857, Madison, Wisconsin 53707-7857. Payment shall be made on or before July 1, 2014.

6. Defendant Aurora Health Care, Inc. will pay the \$10,000.00 in attorney fees by check payable to the Wisconsin Department of Justice and delivered to Assistant Attorney General Bradley J. Motl at the address provided in paragraph 5, above, by July 1, 2014.

7. Except as between the parties hereto, nothing contained in this Stipulation and Order for Judgment shall be construed as an admission of liability in any other administrative or judicial proceeding now pending or hereafter commenced.

8. Compliance by defendant Aurora Health Care, Inc. with its obligations under this Stipulation and Order for Judgment shall constitute full compromise, settlement, and satisfaction of Aurora Health Care, Inc.'s civil and criminal liability for the violations described in the Complaint and the issues identified in any Notice of Violation issued to Aurora Health Care, Inc. by the Wisconsin Department of Natural Resources prior to the date of judgment, for the operations at its Sinai Medical Center, St. Luke's Medical Center, and West Allis Medical Center.

9. The parties acknowledge that this Stipulation and Order for Judgment sets forth the entire understanding of the parties with respect to the subject matter hereto.

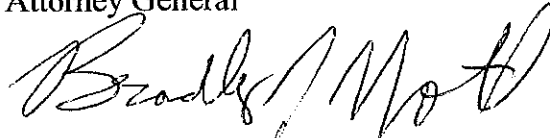
10. Defendant Aurora Health Care, Inc. waives the requirement for formal service of the authenticated summons and complaint.

11. The Judgment accompanying this Stipulation and Order for Judgment will be a final and appealable order. The Order for Judgment and Judgment may be entered

incorporating the terms of this Stipulation without further notice, and the Judgment may be docketed, pursuant to Wis. Stat. § 806.10(1).

Dated this 29th day of April 2014.

J.B. VAN HOLLEN
Attorney General



BRADLEY J. MOTL
Assistant Attorney General
State Bar #1074743

Attorneys for Plaintiff State of Wisconsin

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Dated this 25th day of April 2014.

FOLEY & LARDNER, LLP


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State Bar #1004937

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Inc.

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(414) 271-2400
(414) 297-4900 (fax)
lbenfield@foley.com

Dated this 22nd day of April 2014.

AURORA HEALTH CARE, INC.

By: Rachelle R. Hart

Printed Name: Rachelle R. Hart

Title: Senior Vice President and General Counsel

ORDER FOR JUDGMENT

The Court approves the terms of the foregoing settlement Stipulation in *State of Wisconsin v. Aurora Health Care, Inc.*, Milwaukee County Case No. 14-CX-000002, pursuant to which the defendant will pay \$340,000.00 in forfeitures, surcharges, costs, and attorney fees. The Court therefore directs the clerk to enter and docket the Judgment accordingly.

This is a final order that disposes of the entire matter in litigation between the State of Wisconsin and Aurora Health Care, Inc., and is intended by the Court to be an appealable order within the meaning of Wis. Stat. § 808.03(1).

Dated this 14th day of May, 2014.

BY THE COURT:



15/ Daniel A. Proulx
MILWAUKEE COUNTY CIRCUIT COURT

FILED
37/ MAY 14 2014 37/
KIM DARTMOUTH
Clerk of Circuit Court

14CX000002

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

MILWAUKEE COUNTY

STATE OF WISCONSIN
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857,

Plaintiff,

v.

Case No. 14-CX- 2
Complex Forfeiture: 30109

AURORA HEALTH CARE, INC.
750 West Virginia Street
Post Office Box 341880
Milwaukee, Wisconsin 53204,

Defendant.

JUDGMENT

Based on the Stipulation between the plaintiff State of Wisconsin and the defendant Aurora Health Care, Inc. and on the Court's Order, the terms of which are incorporated into this Judgment in their entirety, judgment is granted in favor of the plaintiff State of Wisconsin, and against the defendant Aurora Health Care, Inc. in the amount of \$340,000.00. This sum is comprised of forfeitures, statutory surcharges, costs, and attorney fees as follows: forfeitures of \$224,400.67 under Wis. Stat. § 291.97(1), a 26% penalty surcharge of \$58,344.18 under Wis. Stat. § 814.75(18), a 20% environmental surcharge of \$44,880.14 under Wis. Stat. § 814.75(12), \$25.00 in court costs under Wis. Stat. § 814.63(1), a \$13.00 crime laboratories and drug law enforcement surcharge under Wis. Stat. § 814.75(3), a \$68.00 court support services

surcharge under Wis. Stat. § 814.75(2), a 1% jail surcharge of \$2,244.01 under Wis. Stat. § 814.75(14), a \$21.50 justice information system surcharge under Wis. Stat. § 814.75(15), a \$3.50 special prosecution clerks surcharge under Wis. Stat. § 814.75(22), and attorney fees of \$10,000.00 under Wis. Stat. § 291.97(3).

Defendant Aurora Health Care, Inc. will pay \$330,000.00 by check payable to the Milwaukee County Circuit Court and delivered to the Clerk of Court, Milwaukee County Courthouse Room 104, 901 North 9th Street, Milwaukee, Wisconsin 53233, along with a cover letter to the Court identifying the case by name and number. A copy of the check and cover letter shall be simultaneously mailed as proof of payment to Assistant Attorney General Bradley J. Motl at the Wisconsin Department of Justice, Post Office Box 7857, Madison, Wisconsin 53707-7857. Payment shall be made on or before July 1, 2014.

Defendant Aurora Health Care, Inc. will pay the \$10,000.00 in attorney fees by check payable to the Wisconsin Department of Justice and delivered to Assistant Attorney General Bradley J. Motl at the address above by July 1, 2014.

This Judgment is final for purposes of appeal.

Dated this MAY 16 2014 day of May, 2014.

BY THE COURT:


MILWAUKEE COUNTY CIRCUIT COURT

MAY 16 2014