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*EXEMPT FROM FILING FEES  
GOVERNMENT CODE § 6103*

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF ALAMEDA  
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16 **COMMUNITIES FOR A BETTER  
17 ENVIRONMENT; PEOPLE OF THE  
18 STATE OF CALIFORNIA,**

19 Consolidated Plaintiffs,

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21 v.

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23 **MCWANE, INC., an Alabama Corporation,  
24 individually and doing business under the  
fictitious name of AB&I,**

25 Defendant.  
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LEAD CASE NO. 21CV004188  
(Consolidated with No. 22CV007067)

**[PROPOSED] STIPULATED  
CONSENT JUDGMENT**

(Code of Civ. Proc., § 664.6)

Dept: 24  
Judge: The Honorable  
Rebekah B. Evenson  
Actions Filed: December 16, 2021 and  
February 15, 2022

1 **1. INTRODUCTION**

2 1.1 This stipulation and proposed Consent Judgment (“Consent Judgment”) is entered  
3 into between Plaintiffs Communities for a Better Environment (“CBE”), People of the State of  
4 California (“People”) by and through Attorney General Rob Bonta (“Attorney General”), and  
5 Defendant McWane, Inc., doing business under the name of AB&I Foundry (“McWane” and  
6 “Defendant”) (collectively, the “Parties”).

7 1.2 This Consent Judgment sets forth the agreement and obligation of the Parties, and  
8 it is the Parties’ mutual intent that this document constitutes a complete, final, and binding  
9 settlement to resolve the allegations set forth in the 60-Day Notice Letter served by CBE (“Notice  
10 Letter”) and in the Complaints filed by the People and CBE in the two captioned cases, as  
11 described more fully in Section 2 below. It is the Parties’ mutual intent to fully and finally resolve  
12 the Covered Claims, as defined herein.

13 **2. DEFINITIONS**

14 2.1 The People’s Complaint and CBE’s Complaint (as described in the subsequent  
15 Section 3) are hereafter collectively referred to as the “Complaints.”

16 2.2 “Covered Claims” means any and all violations of Proposition 65 for McWane’s  
17 alleged failure to provide clear and reasonable warnings, the UCL, Government Code sections  
18 12600 to 12612, and any other statutory or common law claims that have been or could have been  
19 asserted by one or both Plaintiffs in the Complaints and Notice Letter against McWane pursuant  
20 to Proposition 65, the UCL or Government Code sections 12600 to 12612 for McWane’s alleged  
21 failure to provide clear and reasonable warnings regarding alleged exposure to toxic chemicals  
22 arising from the Facility’s operations.

23 2.3 The use of the term “Day” in this Consent Judgment means calendar day, unless  
24 otherwise specified.

25 2.4 The “Effective Date” of this Consent Judgment shall be the date on which the  
26 Consent Judgment is entered as a judgment by the Superior Court.

27 2.5 The “Facility” refers to the foundry and supporting facilities or operations  
28 previously operated by McWane under the fictitious name of AB&I Foundry at 7825 San

1 Leandro Drive in Oakland, California, 94621.

2 2.6 “Hexavalent Chromium” refers to the chemical listed as a carcinogen and  
3 developmental and reproductive toxicant by the Office of Environmental Health Hazard  
4 Assessment (“OEHHA”) under Proposition 65.

5 2.7 “Notice Letter” means the letter served by CBE on Defendant McWane on  
6 October 6, 2021, as described in Section 3.2 below.

7 2.8 “Plaintiffs” refers collectively to CBE and the People.

8 2.9 “Proposition 65” shall mean the Safe Drinking Water and Toxic Enforcement Act  
9 of 1986, Health and Safety Code section 25249.5 et seq., as amended, including the regulations  
10 promulgated pursuant thereto.

11 2.10 “Supplemental Environmental Project” or “SEP” means an environmentally  
12 beneficial cy pres project that McWane voluntarily agrees to fund in settlement of the Complaints  
13 to partially offset the applicable civil penalties that Plaintiffs would otherwise seek.

14 2.11 The “Unfair Competition Law” or “UCL” shall mean Business and Professions  
15 Code sections 17200 et seq., as amended.

### 16 3. BACKGROUND AND GENERAL ALLEGATIONS

17 3.1 CBE is a non-profit corporation dedicated to environmental protection and  
18 enhancement. One of CBE’s objectives is to prevent and reduce toxic hazards to human health  
19 and the environment, specifically from pollution of air, water, and land in California.

20 3.2 On October 6, 2021, CBE served a Notice of Violation of Proposition 65 on  
21 Defendant McWane. The Letter alleged that CBE had identified violations of Proposition 65 for  
22 releases of hexavalent chromium from the Facility into the community without providing a clear  
23 and reasonable warning.

24 3.3 In CBE’s Complaint for Injunctive and Declaratory Relief and Civil Penalties,  
25 filed on December 16, 2021 in Case No. 21CV004188, CBE alleges that McWane’s operation of  
26 the Facility violated Proposition 65 by knowingly and intentionally exposing individuals in  
27 California to levels of hexavalent chromium known to the State of California to cause cancer,  
28 reproductive, and developmental harm without giving clear and reasonable warnings.



1 maintains that AB&I's operations were in compliance with all laws. Neither the Consent  
2 Judgment nor any payment made by McWane pursuant to the Consent Judgment shall constitute  
3 or be construed as a finding, adjudication, or acknowledgment of any fact, law, or liability, nor  
4 shall it be construed as an admission of violation of any law, rule or regulation. Except as  
5 expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any  
6 right, remedy, or defense any Party may have in this or any other legal proceeding. However,  
7 nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and  
8 duties of any Party under this Consent Judgment.

## 9 **5. JURISDICTION AND VENUE**

10 5.1 The Parties agree and stipulate that, for purposes of this Consent Judgment only,  
11 this Court has subject matter jurisdiction over the matters alleged in the Complaints, personal  
12 jurisdiction over McWane, and that venue is proper in Alameda County.

13 5.2 The Parties agree not to challenge this Court's jurisdiction to enforce the terms of  
14 this Consent Judgment, and this Court maintains jurisdiction over this Consent Judgment for that  
15 purpose.

## 16 **6. WAIVER OF TRIAL AND ENTRY OF JUDGMENT**

17 6.1 By signing this Consent Judgment and consenting to its entry by the Court, the  
18 Parties waive their right to a hearing and a trial on the matters alleged in the Complaints.

19 6.2 The Parties agree to cooperate in good faith in supporting entry of this Consent  
20 Judgment, with the Plaintiffs responsible for preparing any necessary motion for entry.

## 21 **7. APPLICABILITY**

22 7.1 The provisions of this Consent Judgment shall apply to and be binding on the  
23 People, CBE, and on McWane and any successors.

## 24 **8. MONETARY SETTLEMENT OBLIGATIONS**

25 8.1 The total settlement amount to be paid by McWane in complete resolution of all  
26 claims raised in the Complaints shall be one million, three hundred thousand dollars (\$1,300,000),  
27 allocated more specifically into Supplemental Environmental Projects, civil penalties, and  
28 attorneys' fees and costs, as described here, and set forth in Exhibit A:

1           8.2     **Supplemental Environmental Projects**

2           8.2.1    To provide cy pres relief to the affected community, McWane shall make  
3                    the following payments, totaling six hundred fifty thousand dollars  
4                    (\$650,000):

5           8.2.1.1 Five hundred thousand dollars (\$500,000) shall be paid to the Roots  
6                    Community Health Center (“Roots”) to fund two projects: (1) the  
7                    “Breathe Oakland Project,” which will (a) acquire and staff a  
8                    dedicated vehicle to use as a mobile respiratory resource center  
9                    offering medical care, community outreach, and home mitigation  
10                   measures to provide comprehensive respiratory care, with a special  
11                   focus on assisting youth with pediatric asthma in the community;  
12                   and (b) establish a dedicated respiratory clinic in Oakland that will  
13                   offer comprehensive care for hexavalent chromium exposure,  
14                   including pulmonary function testing and inhaler education; and (2)  
15                   the Street Team Outreach Medical Program (“STOMP”), which  
16                   will provide medical care and self-management support to  
17                   unhoused individuals on East Oakland’s streets and those living in  
18                   encampments, with a special focus on those diagnosed with a  
19                   respiratory condition, and an emphasis on educating patients on  
20                   how to assess and manage their condition. These funds shall be  
21                   placed and held in a restricted and designated account and may not  
22                   be co-mingled with other funds. Roots shall ensure that these funds  
23                   are expended for the purposes specified. Commencing one year  
24                   after the receipt of payment and each year thereafter until the  
25                   exhaustion of the funds, Roots shall provide an annual report to the  
26                   Plaintiffs, describing the specific use of the funds and the activities  
27                   completed. The report shall be submitted by Roots to the Plaintiffs’  
28                   representatives identified in Section 9 below. Payment to Roots

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shall be made as set forth in Exhibit A.

8.2.1.2 One hundred fifty thousand dollars (\$150,000) shall be paid to the Rose Foundation (“Rose Foundation”) to fund the “New Voices are Rising Project,” which encourages Oakland high school students and students from other East Bay fenceline communities to develop analytical and leadership skills while advancing important community-centered air quality projects, such as conducting air pollution exposure health surveys in East Oakland, leading direct service projects such as tree planting, and raising awareness to catalyze change to local, state and federal policy and practice around community toxin exposure and air quality issues, using science-supported tools. These funds shall be placed and held in a restricted and designated account and may not be co-mingled with other funds. The Rose Foundation shall ensure that these funds are expended for the purposes specified. Commencing one year after the receipt of payment and each year thereafter until the exhaustion of the funds, the Rose Foundation shall provide an annual report to the Plaintiffs, describing the specific use of the funds and the activities completed. The report shall be submitted by the Rose Foundation to the Plaintiffs’ representatives identified in Section 9 below. Payment to the Rose Foundation shall be made as set forth in Exhibit A.

8.2.1.3 McWane shall have no responsibility, obligation, liability for, or standing to object to the use of the SEP funds after McWane makes payment as provided for in this Consent Judgment. As of the date of the People’s receipt of proof of McWane’s payment of the SEP funds, the People and CBE hereby release and shall be deemed to have released McWane from any and all claims with respect to the

1 administration, allocation, calculation, investment, distribution, or  
2 expenditure of the SEP funds. It is expressly understood and agreed  
3 that after McWane pays the SEP funds, any issues arising in  
4 connection with such funds, including but not limited to issues  
5 regarding the administration, allocation, calculation, investment,  
6 distribution, or expenditure of the SEP funds, shall in no way affect  
7 the validity of this Consent Judgment.

8 8.3 **Civil Penalties**

9 8.3.1 Plaintiffs agree to accept the reduced civil penalties described in this  
10 Section based, in part, on McWane’s commitment to fund the  
11 aforementioned Supplemental Environmental Projects, which are designed  
12 to provide direct relief to the affected community.

13 8.3.2 Pursuant to Health and Safety Code section 25249.12, McWane shall pay  
14 civil penalties totaling one hundred fifty thousand dollars (\$150,000),  
15 which shall be allocated seventy-five percent (75%) to OEHHA, and  
16 twenty-five percent (25%) to be divided evenly between the Attorney  
17 General and CBE (12.5% each), as described below.

18 8.3.2.1 Office of Environmental Health Hazard Assessment. A civil penalty  
19 of one hundred twelve thousand, five hundred dollars (\$112,500)  
20 shall be paid to OEHHA as set forth in Exhibit A.

21 8.3.2.2 Communities for a Better Environment. A civil penalty of eighteen  
22 thousand, seven hundred and fifty dollars (\$18,750) shall be paid to  
23 CBE as set forth in Exhibit A.

24 8.3.2.3 Attorney General. A civil penalty of eighteen thousand, seven  
25 hundred and fifty dollars (\$18,750) shall be paid to the Attorney  
26 General as set forth in Exhibit A. All checks for payment to the  
27 Attorney General shall be made payable to the “California  
28 Department of Justice—Litigation Deposit Fund.” The check shall



1 bear on its face the case name (“*People v. McWane*”) and the  
2 internal docket number for this matter (OK2022303785). The  
3 money, and any interest accrued thereon, paid to the Attorney  
4 General pursuant to this Consent Judgment shall be administered by  
5 the California Department of Justice and shall be used by the  
6 Environment Section of the Public Rights Division of the Attorney  
7 General’s Office, until all funds are exhausted, for any of the  
8 following purposes: (1) implementation of the Attorney General’s  
9 authority to protect the environment and natural resources of the  
10 State pursuant to Government Code section 12600 et seq. and as  
11 Chief Law Officer of the State of California pursuant to Article V,  
12 section 13 of the California Constitution; (2) enforcement of laws  
13 related to environmental protection, including, but not limited to,  
14 Chapters 6.5 and 6.95, Division 20, of the California Health and  
15 Safety Code; (3) enforcement of the Unfair Competition Law,  
16 Business and Professions Code section 17200, et seq., as it relates  
17 to protection of the environment and natural resources of the State  
18 of California; and (4) other environmental actions or initiatives  
19 which benefit the State of California and its citizens as determined  
20 by the Attorney General. Such funding may be used for the costs of  
21 the Attorney General’s investigation, filing fees and other court  
22 costs, payment to expert witnesses and technical consultants,  
23 purchase of equipment, laboratory analyses, personnel costs, travel  
24 costs, and other costs necessary to pursue environmental actions or  
25 initiatives investigated or initiated by the Attorney General for the  
26 benefit of the State of California and its citizens.

27 8.3.3 Timely payment of the civil penalties and Supplemental Environmental  
28 Projects described herein shall completely resolve any and all claims for

1 civil penalties that have been sought or could have been sought in both  
2 Complaints and the Notice Letter.

3 8.4 **Attorneys' Fees and Costs**

4 8.4.1 McWane shall pay the following sums to reimburse the attorneys' fees and  
5 costs expended to prosecute these matters. These payments represent  
6 partial compensation for the reasonable fees and costs that the Plaintiffs  
7 have incurred.

8 8.4.1.1 Communities for a Better Environment. McWane shall pay CBE  
9 sixty-five thousand, three hundred and thirty-six dollars (\$65,336)  
10 to reimburse the attorneys' fees and costs accrued for investigating  
11 and prosecuting this matter through entry of this Consent Judgment  
12 by this Court. Payment shall be issued as set forth in Exhibit A.

13 8.4.1.2 Michael Freund & Associates. McWane shall pay one hundred  
14 seventy-two thousand dollars (\$172,000) to Michael Freund &  
15 Associates to reimburse the attorneys' fees and costs accrued for  
16 investigating and prosecuting this matter through entry of this  
17 Consent Judgment by this Court. Payment shall be issued as set  
18 forth in Exhibit A.

19 8.4.1.3 Attorney General. McWane shall pay two hundred sixty-two  
20 thousand, six hundred and sixty-four dollars (\$262,664) to the  
21 Attorney General for partial reimbursement of the People's  
22 attorneys' fees and costs for investigating and prosecuting this  
23 matter through entry of this Consent Judgment by this Court. The  
24 parameters specified in Section 8.3.2.3 apply equally to the  
25 payment described in this Section. Payment shall be issued as set  
26 forth in Exhibit A.

27 8.4.2 McWane shall have no responsibility, obligation, liability for, or standing  
28 to object to the use of the attorneys' fees and costs after McWane makes

1 payment as described in this Consent Judgment. As of the date of the  
2 People's receipt of proof of McWane's payment of all the aforementioned  
3 attorneys' fees and costs, the People and CBE hereby release and shall be  
4 deemed to have released McWane from any and all claims with respect to  
5 the administration, allocation, calculation, investment, distribution, or  
6 expenditure of the attorneys' fees and costs. It is expressly understood and  
7 agreed that after McWane pays the attorneys' fees and costs, any issues  
8 arising in connection with such funds, including but not limited to issues  
9 regarding the administration, allocation, calculation, investment,  
10 distribution, or expenditure of the attorneys' fees and costs shall in no way  
11 affect the validity of this Consent Judgment.

12 8.4.3 CBE and Michael Freund & Associates agree to provide the Court with  
13 documentation in support of the fees and costs they will recoup pursuant to  
14 Sections 8.4.1.1 and 8.4.1.2, above.

15 8.4.4 Timely payment of the attorneys' fees and costs described herein shall  
16 completely resolve any and all claims for attorneys' fees and costs that  
17 have been sought or could have been sought in both Complaints and the  
18 Notice Letter.

19 8.5 **Photocopies of Checks**

20 8.5.1 Each and every payment required by this Consent Judgment shall be made  
21 through the delivery of checks made payable to the applicable person or  
22 entity, as set forth in Exhibit A.

23 8.5.2 McWane will cause physical photocopies of each and every check issued  
24 pursuant to this Consent Judgment to be emailed to Marie E. Logan,  
25 Deputy Attorney General, and Abigail Blodgett, Supervising Deputy  
26 Attorney General, at [Marie.Logan@doj.ca.gov](mailto:Marie.Logan@doj.ca.gov) and  
27 [Abigail.Blodgett@doj.ca.gov](mailto:Abigail.Blodgett@doj.ca.gov).

28 8.6 **Due Date**

1 8.6.1 Each and every payment described herein (and as set forth in Exhibit A) is  
2 due and payable by McWane within thirty (30) calendar days of the  
3 Effective Date of this Consent Judgment.

4 8.6.2 If McWane fails to submit proof that it has issued all required payments  
5 within forty-five (45) days of the Effective Date of this Consent Judgment,  
6 McWane shall pay interest at a rate of 10% per year, which is due and  
7 accrues (in addition to, and on top of, the total amounts specified in Exhibit  
8 A) for each Day that the requisite payment to that particular recipient under  
9 this Consent Judgment is late.

## 10 9. NOTICE

11 9.1 When any Party is entitled to receive any notice under this Consent Judgment, the  
12 notice shall be sent to the person and address set forth below via (i) first class mail and (ii) email:

### 13 **To Defendants:**

14 McWane, Inc.  
15 Attn: General Counsel  
16 2900 Highway 280, Suite 300  
17 Birmingham, AL 35223  
[chartman@mcwane.com](mailto:chartman@mcwane.com)

18 *With a copy to:*

19 Ruben Castellón  
20 RAF Law Group  
133 Vista Lane  
21 Watsonville, CA 95076  
[rcastellon@raflawgroup.com](mailto:rcastellon@raflawgroup.com)

### 22 **To the People:**

23 Marie Logan, Deputy Attorney General  
24 California Department of Justice  
1515 Clay Street, 20<sup>th</sup> Floor  
25 P.O. Box 70550  
26 Oakland, CA 94612  
[Marie.Logan@doj.ca.gov](mailto:Marie.Logan@doj.ca.gov)

27 *With a copy to:*  
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1 Abigail Blodgett, Supervising Deputy Attorney General  
2 California Department of Justice  
3 1515 Clay Street, 20<sup>th</sup> Floor  
4 P.O. Box 70550  
5 Oakland, CA 94612  
6 [Abigail.Blodgett@doj.ca.gov](mailto:Abigail.Blodgett@doj.ca.gov)

7 **To CBE:**

8 Shana Lazerow  
9 Communities for a Better Environment  
10 100 Hegenberger Road #270  
11 Oakland, CA 94621  
12 [slazerow@cbeal.org](mailto:slazerow@cbeal.org)

13 *With a copy to:*

14 Michael Freund & Associates  
15 1919 Addison Street, Suite 104  
16 Berkeley, CA 94704  
17 [Freund1@aol.com](mailto:Freund1@aol.com)

18 9.2 Any Party may modify the person and address to whom the notice is to be sent by  
19 sending all other Parties notice by email. Such a change shall take effect one calendar day after  
20 the date the email is sent.

21 **10. MODIFICATION OF CONSENT JUDGMENT**

22 10.1 After the Effective Date, this Consent Judgment may be modified only by: (1)  
23 express written agreement of the Parties with the approval of the Court; (2) an order of this Court  
24 on noticed motion by the People, CBE, or McWane in accordance with law, for good cause  
25 shown; or (3) the Court, pursuant to its inherent authority upon considering a motion or request  
26 from a Party or the Parties.

27 10.2 Before filing any application with the Court for a modification to this Consent  
28 Judgment, the Party seeking the modification shall meet and confer with the other Parties  
pursuant to the process set forth in Section 12 to determine whether such modification may be  
achieved by consent.

10.3 If the Parties agree upon a proposed modification, then one or more Parties will  
present the modification to the Court by means of a stipulated modification to the Consent

1 Judgment, after giving notice to all other Parties.

2 **11. RETENTION OF JURISDICTION**

3 11.1 This Court shall retain jurisdiction over these matters to implement and enforce the  
4 Consent Judgment, and to resolve any disputes that may arise as to its implementation.

5 **12. ENFORCEMENT AND MEET-AND-CONFER OBLIGATIONS**

6 12.1 This Consent Judgment may be enforced by one or more of the Parties in  
7 accordance with the terms herein.

8 12.2 Any Party seeking to modify or enforce this Consent Judgment shall provide  
9 fourteen (14) calendar days' advance written notice of any alleged issue, violation, or dispute.  
10 The Parties shall meet and confer during this fourteen-day period in a good faith effort to try to  
11 reach agreement on an appropriate remedy for the alleged issue, violation, or dispute.

12 12.3 After the 14-day period has expired, if an agreement is not reached, the Party  
13 seeking to modify or enforce the Consent Judgment may proceed by noticed motion or order to  
14 show cause before the Court to enforce the terms and conditions contained in this Consent  
15 Judgment.

16 12.4 In any enforcement proceeding filed pursuant to this Consent Judgment, any Party  
17 that successfully pursues enforcement may seek whatever fines, costs, penalties, or remedies are  
18 provided by law for failure to comply with the Consent Judgment.

19 12.5 When an alleged violation of this Consent Judgment would result in irreparable  
20 harm if immediate relief is not obtained, the Party may immediately seek relief in Superior Court  
21 without pursuing the meet-and-confer process.

22 12.6 The failure of any Party to enforce any provision of this Consent Judgment shall  
23 not: (1) be deemed a waiver of that provision; (2) in any way affect the validity of the Consent  
24 Judgment or the Parties' enforcement authority; or (3) preclude any Party from later enforcing the  
25 same or other provisions.

26 12.7 No right of enforcement is afforded to any non-Party to the Consent Judgment.

27 12.8 No oral advice, guidance, suggestions, or comments by the People or CBE, or by  
28 people or entities acting on behalf of any of them, regarding matters covered in this Consent

1 Judgment, shall be construed to relieve McWane of its obligations under this Consent Judgment.

2 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

3 13.1 Each signatory to this Consent Judgment certifies that they are fully authorized by  
4 the Party they represent: (1) to stipulate to this Consent Judgment; (2) to enter into the Consent  
5 Judgment on behalf of the Party they represent; and (3) to legally bind that Party.

6 **14. CLAIMS COVERED**

7 14.1 This Consent Judgment is a complete, final, and binding resolution between all  
8 Parties for the Covered Claims.

9 14.2 This Consent Judgment does not resolve any claims that Plaintiffs have asserted or  
10 may assert with respect to (i) operations at any location of McWane other than the Facility, or (ii)  
11 laws other than Proposition 65, the UCL, and Government Code sections 12600 to 12612.

12 14.3 Following the Effective Date of this Consent Judgment, compliance by McWane  
13 with all of the requirements of this Consent Judgment and McWane's full cooperation in the  
14 implementation of this Consent Judgment shall constitute resolution of the Covered Claims.

15 14.4 McWane shall not frustrate or interfere with the implementation of any provision  
16 of this Consent Judgment.

17 14.5 Except as expressly provided herein, nothing in this Consent Judgment is intended  
18 to, nor shall it be construed to, preclude any federal, state or local agency, department, board or  
19 other entity—other than the Parties—from exercising their applicable authority or rights under  
20 any federal, state, or local law, statute, or regulations. Except as expressly provided herein,  
21 McWane retains all of its defenses, and it reserves the right to assert any and all defenses to any  
22 subsequent enforcement or regulatory action, in response to the exercise of the aforementioned  
23 authority.

24 **15. COURT APPROVAL**

25 15.1 Supporting documentation regarding the Supplemental Environmental Projects,  
26 civil penalties, and attorneys' fees outlined in Section 8 shall be provided to the Court at the time  
27 that Plaintiffs move for entry of the Consent Judgment.

28 15.2 This Consent Judgment shall be submitted to the Court for entry by the Court. If

1 this Consent Judgment is not entered by the Court, it shall be of no force or effect, and may not be  
2 used by the Parties, or any other person or entity, for any purpose whatsoever.

3 **16. ENTIRE AGREEMENT**

4 16.1 This Consent Judgment contains the sole and entire agreement and understanding  
5 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
6 negotiations, commitments, and understandings related hereto. No representations, oral or  
7 otherwise, express or implied, other than those contained herein have been made by any Party  
8 hereto. No other agreements, other than those specifically agreed to herein, shall be deemed to  
9 exist or to bind any of the Parties.

10 **17. SEVERABILITY**

11 17.1 If, subsequent to the entry of this Consent Judgment, any of its provisions are held  
12 by any court to be unenforceable, the validity of the enforceable provisions remaining shall not be  
13 adversely affected.

14 **18. EQUAL AUTHORSHIP**

15 18.1 The Parties stipulate that this Consent Judgment shall be deemed to have been  
16 drafted equally by the Parties hereto. The Parties agree that the rule of construction holding that  
17 ambiguity is construed against the drafting party shall not apply to the interpretation of this  
18 Consent Judgment.

19 **19. EXECUTION IN COUNTERPARTS**

20 19.1 This Consent Judgment may be executed in counterparts and by means of  
21 facsimile or scanned electronic copies, which taken together shall be deemed to constitute one  
22 document.

23 **20. GOVERNING LAW**

24 20.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
25 California.

26 **21. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT,  
27 AND ENTRY OF CONSENT JUDGMENT**

28 21.1 This Consent Judgment has come before the Court upon the request of the Parties.



1 The Parties request the Court to fully review the Consent Judgment, and, being fully informed  
2 regarding the matters which are the subject of this action, to:

3 (1) Find that the terms and provisions of this Consent Judgment represent a  
4 fair and equitable settlement of all matters raised by the allegations in the Complaints and Notice  
5 Letter, that the matter has been diligently prosecuted, and that the public interest is served by such  
6 a settlement;

7 (2) Make the findings pursuant to California Health and Safety Code section  
8 25249.7, subdivision (f)(4), approve the settlement, and approve this Consent Judgment; and


9 (3) Retain jurisdiction, pursuant to Section 664.6 of the Code of Civil  
10 Procedure, after the Consent Judgment is entered, to enforce, modify, or terminate this Consent  
11 Judgment.

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1 **IT IS SO STIPULATED.**

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3 Dated: June 19, 2024

ROB BONTA  
Attorney General of California  
ABIGAIL BLODGETT  
Supervising Deputy Attorney General  
ERIN GANAHL  
Deputy Attorney General

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6   
MARIE LOGAN  
Deputy Attorney General  
*Attorneys for the People of the State  
of California*

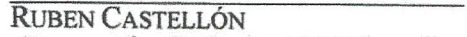
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10 Dated: 6/20/, 2024

MICHAEL FREUND & ASSOCIATES

11   
MICHAEL FREUND  
*Attorney for Plaintiff Communities for a  
Better Environment*


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14  
15 Dated: \_\_\_\_\_, 2024

RAF LAW GROUP

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RUBEN CASTELLÓN  
*Attorney for Defendant McWane, Inc.,  
d/b/a AB&I Foundry*

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20 Dated: 6/24, 2024

COMMUNITIES FOR A BETTER ENVIRONMENT

21 BY:   
22 ITS: Executive Director

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25 Dated: \_\_\_\_\_, 2024

MCWANE, INC.

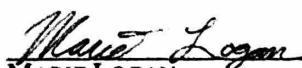
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**IT IS SO STIPULATED.**

Dated: June 19, 2024

ROB BONTA  
Attorney General of California  
ABIGAIL BLODGETT  
Supervising Deputy Attorney General  
ERIN GANAHL  
Deputy Attorney General


  
MARIE LOGAN  
Deputy Attorney General  
Attorneys for the People of the State  
of California

Dated: \_\_\_\_\_, 2024

MICHAEL FREUND & ASSOCIATES

\_\_\_\_\_  
MICHAEL FREUND  
Attorney for Plaintiff Communities for a  
Better Environment


Dated: 6/29, 2024

RAF LAW GROUP  
  
RUBEN CASTELLÓN  
Attorney for Defendant McWane, Inc.,  
d/b/a AB&I Foundry

Dated: \_\_\_\_\_, 2024

COMMUNITIES FOR A BETTER ENVIRONMENT  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

Dated: June 27, 2024

MCWANE, INC.  
BY:   
LOUIS COPPEDGE  
ITS: AVP Counsel

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**IT IS SO ORDERED AND ADJUDGED.**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

OK2022303785  
McWane Consent Judgment - AGO signed.docx

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**EXHIBIT A**

***Payment Detail***

<b>Payee</b>	<b>Address</b>	<b>Description</b>	<b>Amount</b>
Office of Environmental Health Hazard Assessment (OEHHA)	Office of Environmental Health Hazard Assessment (OEHHA) ATTN: Accounting Unit P.O. Box 4010 Sacramento, CA 95812-4010	Civil Penalty	\$112,500
California Department of Justice (Office of the Attorney General)	California Department of Justice Litigation Deposit Fund Accounting Office P.O. Box 944255 Sacramento, CA 94244-2550  Note: Check must indicate <i>People v. McWane</i> and include reference number: OK2022303785.	Civil Penalty Fees / Costs <b>Total</b>	\$18,750 \$262,664 <b>\$281,414</b>
Communities for a Better Environment (CBE)	100 Hegenberger Road Suite 270 Oakland, CA 94621	Civil Penalty Fees / Costs <b>Total</b>	\$18,750 \$65,336 <b>\$84,086</b>
Michael Freund & Associates	Michael Freund & Associates 1919 Addison Street, Suite 104 Berkeley, CA 94704	Fees / Costs	\$172,000
Roots Community Health Center	Roots Community Health Center 7272 MacArthur Blvd. Oakland, CA 94605	Cy Pres / SEP	\$500,000
Rose Foundation for Communities and the Environment	201 4th St., Suite 102 Oakland, CA 94607	Cy Pres / SEP	\$150,000

As noted in Section 8.5.2 above, photocopies of each and every check shall be emailed to [Marie.Logan@doj.ca.gov](mailto:Marie.Logan@doj.ca.gov) and [Abigail.Blodgett@doj.ca.gov](mailto:Abigail.Blodgett@doj.ca.gov).