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1 2 3 4 5	LEXINGTON LAW GROUP Mark N. Todzo, State Bar No. 168389 Ryan B. Berghoff, State Bar. No. 308812 503 Divisadero Street San Francisco, CA 94117 Telephone: (415) 913-7800 Facsimile: (415) 759-4112 mtodzo@lexlawgroup.com rberghoff@lexlawgroup.com	Superior Court of California County of Los Angeles AUG 24 2020 Shemi R. Carter Executive Officer/Clerk By Marisela Fregoso Deputy	
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7	Attorneys for Plaintiff CENTER FOR ENVIRONMENTAL HEALTH	*	
8	SUPERIOR COURT OF THE	STATE OF CALIFORNIA	
9	COUNTY OF LO	OS ANGELES	
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11	CENTER FOR ENVIRONMENTAL HEALTH,	Case No. BC 651485	
12	a non-profit corporation,		
13	Plaintiff,	[PROPOSED] CONSENT JUDGMENT REANAPLEX CORPORATION	
14	V.	Complaint Filed: February 23, 2017 Trial Date: None set	
15		Complaint Filed: February 23, 2017 Trial Date: None set	
16	AEROCRAFT HEAT TREATMENT CO., INC;	Department: 32	
17	ANAPLEX CORPORATION; PRECISION CASTPARTS CORP.; and DOES 1 through 10,		
18	inclusive, et al.,		
	Defendants.		
19	Dezendania.		
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23	1. INTRODUCTION		
24	1.1. This Consent Judgment is entered	into by Plaintiff Center for Environmental	
25	Health, a non-profit corporation ("CEH"), and Ar	naplex Corporation ("Anaplex") to settle claims	
26	asserted by CEH against Anaplex as set forth in the operative Complaint in the matter Center for		
27	Environmental Health v. Aerocraft Heat Treatme	nt Co., Inc., et al., Los Angeles Superior Court	
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Case No. BC 651485 (the "Action"). CEH and Anaplex are referred to collectively as the "Parties."

- 1.2. On December 13, 2016, CEH served a 60-Day Notice of Violation (the "Notice") relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5, et seq. ("Proposition 65") on Anaplex, the California Attorney General, the District Attorney for the County of Los Angeles, and City Attorney for the city of Los Angeles. The Notice alleges violations of Proposition 65 with respect to exposures to hexavalent chromium ("Chromium") allegedly caused by emissions from Anaplex's facility located at 15547 Garfield Avenue, Paramount, California (the "Facility").
- **1.3.** Anaplex is a corporation that employs ten (10) or more persons and owns and/or operates the Facility.
- **1.4.** On February 23, 2017, CEH filed the Action naming Anaplex as a defendant therein.
- 1.5. On January 10, 2017, Anaplex entered into a Stipulated Abatement Order (the "Abatement Order") with the South Coast Air Quality Management District ("SCAQMD") in accordance with Health and Safety Code §41700 et seq. and SCAQMD Rules 402, 1402 which sets forth twenty-six actions it has undertaken to reduce its chromium emissions ("Chromium Reduction Measures"). The parties believe that full implementation of those measures should help to reduce the exposures alleged in the Action.
- 1.6. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the allegations of violations contained in the Notice and Complaint and personal jurisdiction over Anaplex as to the acts alleged in the Complaint; (ii) venue is proper in the County of Los Angeles; and (iii) this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged in the Notice and Complaint with respect to exposures to hexavalent chromium caused by emissions from the Facility.

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The Parties enter into this Consent Judgment as a full and final settlement of all 1.7. claims which were or could have been raised in the Complaint arising out of the facts or conduct related to Anaplex alleged therein. By execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, or violation of law. Anaplex denies the material, factual, and legal allegations in the Notice and Complaint and expressly denies any wrongdoing whatsoever. Anaplex further contends that the results of air monitoring by SCAQMD do not accurately measure chromium emissions from the Facility due to factors including, but not limited to the inaccuracy of the monitors themselves and chromium contributions from other sources. Except as specifically provided herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any of the Parties may have in this or any other pending or future legal proceedings. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in this Action.

2. DEFINITIONS

- "Facility" means the Anaplex Corporation facility located at 15547 Garfield 2.1. Avenue, Paramount, California.
 - "Effective Date" means the date on which the Court enters this Consent Judgment. 2.2.
- "Warning Threshold" means Chromium measurements of 1.0 nanograms/cubic 2.3. meter of air as measured using an ambient particle sampler, when averaged over the most recent three consecutive samples taken from the two Monitoring Locations.

INJUNCTIVE RELIEF 3.

Monitoring of Chromium Emissions. SCAQMD is engaged in air monitoring at 3.1. the Monitoring Location identified in 3.1.1. SCAQMD is conducting monitoring consistent with the Environmental Protection Agency's Sampling Schedule, which calls for monitoring every

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third day with additional unscheduled random days. All monitoring data is made public by SCAQMD on a website approximately seven days after the results are obtained.

3.1.1. Monitoring Locations. The monitoring shall be conducted at SCAQMD monitoring location numbers 14 and 15, which are located as set forth in Exhibit 1.

3.1.2. Duration of Monitoring. The monitoring required under this Consent Judgment shall, at a minimum, continue until such time that the monitoring devices at monitoring locations numbers 14 and 15 are moved elsewhere by the SCAQMD or up through December 31, 2020, whichever is earlier. If, at that time, the results for the prior nine months have all been below the Warning Threshold, this monitoring provision shall cease. If not, and Anaplex is the cause of the exceedance, monitoring will continue until such time as the results of the monitoring do not exceed the Warning Threshold for a period of 9 months. In the event that the SACQMD removes the monitors prior to that time, Anaplex will conduct monitoring as described in Section 3.1.3.

3.1.3. Possible Additional Monitoring. In the event that CEH obtains evidence that Anaplex is emitting Chromium in excess of the Warning Threshold (and not some other company or unrelated activity by another entity) following the cessation of the monitoring described in Section 3.1.2, CEH shall provide such evidence to counsel for Anaplex. The Parties will then meet and confer for a period not less than 30-days. If Anaplex concurs with CEH's evidence, Anaplex shall begin monitoring in accordance with this Section 3.1 and provide warnings in accordance with Section 3.2. Ideally, Anaplex shall contract with a qualified and an independent third party to conduct air monitoring at Monitoring Location number 15. The monitoring device used by the third party shall be an ambient particle sampler with the capability of collecting a minimum of 12 liters per minute over the 24-hour sampling period. The laboratory analyzing the filters used in the monitoring device shall be capable of meeting a detection limit no higher than 0.3 ng/filter, thus providing the ability to detect Chromium at levels as low as 0.05

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¹¹ The EPA Sampling Schedule Calendar is available at: https://www3.epa.gov/ttn/amtic/calendar.html

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28 DOCUMENT PREPARED ON RECYCLED PAPER nanograms per cubic meter of air. Any monitoring by the third party shall be conducted in accordance with Environmental Protection Agency's Sampling Schedule described above, but with one additional random day per week. Such third-party monitoring shall continue until such time as the emissions do not exceed the Warning Threshold for a period of nine months. The monitoring data will be made available to CEH no later than two business days after results are obtained by Anaplex. The results need not be made public by Anaplex. Nevertheless, in the event that the monitoring requirement described above proves to be too difficult and/or costly for Anaplex at the time it is required, the parties will meet and confer on a more cost-effective alternative. Should Anaplex dispute the evidence, CEH may either agree with Anaplex based on the evidence provided by Anaplex or file a motion in accordance with Section 5 below.

Clear and Reasonable Warnings. As of the Effective Date, Anaplex shall 3.2. provide warnings to the individuals living and working within the perimeter of the map attached hereto as Exhibit 2. The warnings shall use the warning language set forth in Section 3.2.1 and the warning methods set forth in 3.2.2 and 3.2.3. Anaplex shall continue to provide the warnings in accordance with the frequencies set forth in Sections 3.2.2 and 3.2.3 until such time as Anaplex obtains results from the air monitoring set forth in Section 3.1 demonstrating Chromium levels below the Warning Threshold for all of the three sample averages for eight consecutive weeks. Thereafter, if the results of the air monitoring required pursuant to Section 3.1 yield Chromium levels in excess of the Warning Threshold at either of the Monitoring Locations, the warning requirements of this Section 3.2 shall restart from the date of Settling Defendants' receipt of data demonstrating the exceedance of the Warning Threshold as set forth in Sections 3.2.2.1 and 3.2.3.1 below.

3.2.1. Text of the warnings. The warnings provided in accordance with this Section shall state the following in both English and Spanish:

A WARNING

Entering the area near Anaplex Corporation, located at 15547 Garfield Avenue, Paramount, California 90723, can expose you to hexavalent chromium from metal processing. Hexavalent chromium is known to the State of California to cause

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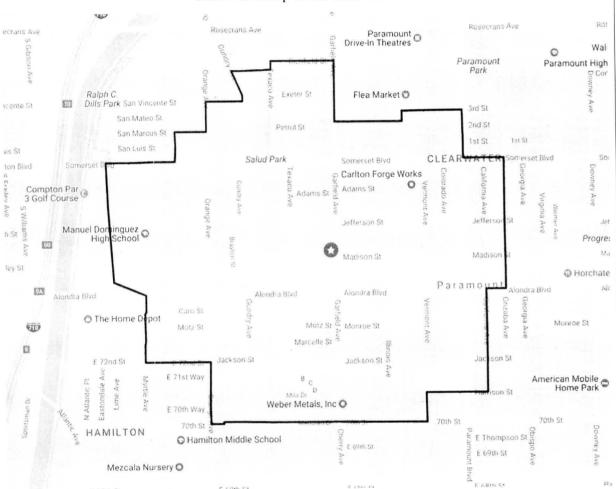
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reproductive harm. Visit defects other and birth cancer or www.P65Warnings.ca.gov for more information.

Visit www.aqmd.gov/home/regulations/compliance/air-monitoring-activities for more information on air monitoring by the SCAQMD in Paramount, CA.

Below is a map of the affected area:



Although Anaplex is agreeing to provide warnings throughout the area identified above, it does not agree that any exposures that occur within the warning area are caused by or relate to emissions from the Facility. Indeed, the Parties acknowledge that there are other sources of Chromium that could be responsible for exposures occurring within the warning area identified above.

3.2.2. Mailed or delivered warnings. Within 30-days of the Effective Date and
every ninety days thereafter, Anaplex shall mail or deliver a copy of the warning set forth in
Section 3.2.1 above to every resident, business and school located within the area of the map
depicted therein. The warning shall be displayed on an 8.5 by 11-inch page and shall be in a font
size no less than 14-point Arial. The mailed warning shall include with it the Health Effects of
Hexavalent Chromium fact sheet published by the California Office of Environmental Health
Hazard Assessment in both English and Spanish, a copy of which is attached as Exhibit 3. To the
extent the warning is placed in an envelope, the outside of the envelope shall clearly state that an
important health hazard warning is enclosed.

- Mailed/Delivered Warnings Following a Restart. In the 3.2.2.1. event that warnings must be restarted in accordance with Section 3.2 above, Settling Defendants shall, within 10 business days of receipt of the data demonstrating an exceedance of the Warning Threshold, mail or deliver warnings as required under this Section.
- 3.2.3. Published/Posted Warnings. Within 90 days following the Effective date and quarter-annually thereafter, Anaplex shall publish the warning set forth in Section 3.2.1 in the following newspapers that are local to the Paramount, California area: the Paramount Pulse Beat, the Press Telegram, the Paramount Journal, and La Opinion (together, "Newspaper Warnings"). The Newspaper Warnings must be at least one-quarter page.
- Published/Posted Warnings Following a Restart. In the 3.2.3.1. event that warnings must be restarted in accordance with Section 3.2 above, Settling Defendants shall, within 30 days of receipt of the data demonstrating an exceedance of the Warning Threshold, again begin publishing warnings in accordance with this Section.
- **3.2.4.** Notwithstanding the foregoing, should Anaplex have credible evidence demonstrating that the exceedance of the Warning Threshold is not due to emissions related to the Facility or an isolated incident that was identified and corrected expeditiously, Anaplex may commence a meet and confer process with CEH in accordance with Section 8.1.3. Such notice must be provided within 10 days following exceedance. Anaplex shall then have an additional 10

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days to provide support for its contesting the exceedance. The parties agree that a declaration from Dr. Julia Lester, signed under penalty of perjury, attesting that Anaplex was not responsible for the exceedance of the Warning Threshold that provides facts and data in support thereof, is adequate to satisfy Anaplex's initial burden under this section. CEH may contest Dr. Lester's declaration by providing Anaplex with a declaration from its consultant that disputes Dr. Lester's assumptions and/or conclusions. Following Anaplex's receipt of CEH's expert's declaration, the parties shall then attempt to informally determine whether additional warnings must be provided over a period of 30 days. If the parties are still unable to reach a compromise regarding the exceedance, Anaplex shall either: (1) re-start the warnings in accordance with this Section; or (2) file a motion in accordance with Section 5 below.

Audits and Additional Measures to Reduce Excessive Chromium Emissions. 3.3. In the event that the results of the air monitoring demonstrate Chromium levels in excess of two times the Warning Threshold at both of the Monitoring Locations (an "Exceedance"), Anaplex shall perform an audit of its compliance with the Chromium Reduction Measures. The audit must be conducted within 60-days following the Exceedance, and, in the event Anaplex is no longer in compliance with each of the Chromium Reduction Measures, they shall take action to insure such compliance. Notwithstanding the foregoing, in the event that SCAQMD performs an inspection of the Facility in accordance with SCAQMD rule 1469 within the 60-day period following the Exceedance, Anaplex may rely on the inspection and follow any directions set forth therein. In the event that Anaplex is in full compliance with either the Chromium Reduction Measures or the SCAQMD inspection and the Chromium measured from the Monitoring Locations continues to exceed two times the Warning Threshold following the Audit or inspection, Anaplex shall, within 30 days following the audit of its compliance with the Chromium Reduction Measures or inspection, perform an audit of the entire Facility in order to determine additional measures they can perform in order to reduce and/or eliminate Chromium emissions. Reports of all audits performed pursuant to this section as well as the SCAQMD rule 1469 inspection reports shall be made available to CEH. Within 15 days following the audit of the entire Facility, Anaplex shall

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meet and confer with CEH to determine what additional measures should be implemented in order to reduce the Chromium emissions.

3.3.1. Notwithstanding the foregoing, should Anaplex have credible evidence demonstrating that the exceedance of the Warning Threshold is not due to emissions related to the Facility or an isolated incident that was identified and corrected expeditiously, Anaplex may commence a meet and confer process with CEH in accordance with Section 8.1.3. Such notice must be provided within 10 days following exceedance. Anaplex shall then have an additional 10 days to provide support for its contesting the exceedance. The parties agree that a declaration from Dr. Julia Lester, signed under penalty of perjury, attesting that Anaplex was not responsible for the exceedance of the Warning Threshold that provides facts and data in support thereof, is adequate to satisfy Anaplex's initial burden under this section. CEH may contest Dr. Lester's declaration by providing Anaplex with a declaration from its consultant that disputes Dr. Lester's assumptions and/or conclusions. Following Anaplex's receipt of CEH's expert's declaration, the parties shall then attempt to informally determine whether additional warnings must be provided over a period of 30 days. If the parties are still unable to reach a compromise regarding the exceedance, Anaplex shall either: (1) re-start the warnings in accordance with this Section; or (2) file a motion in accordance with Section 5 below.

Reduction in Overall Emissions of Chromium. In addition to the Chromium 3.4. Reduction Measures identified herein, Anaplex shall reduce the overall amount of Chromium emissions from the Facility by 30% by December 31, 2020. The reduction in overall Chromium emissions shall be determined by AQMD-mandated Annual Emission Reporting (AER) reports for the Facility including, but not limited to paints and coatings for 2020, as compared with such data for calendar year 2016. Anaplex shall provide CEH with Anaplex's 2016 and 2020 AER reports as attested to by the Facility and submitted to AQMD under Rule 301 paragraph (e) sufficient to allow CEH to confirm the 30% reduction. Anaplex shall use its best efforts to ensure that the reduction in Chromium usage is not achieved by a corresponding increase in the usage of other Proposition 65-listed chemicals.

4. PAYMENTS

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- Anaplex shall pay to CEH the total sum of \$50,000 in three payments due as 4.1. follows: (1) \$25,000 due on or before August 7, 2020; (2) \$12,500 due on or before November 6, 2020; and (3) 12,500 due on or before February 5, 2021. Each of the three payments shall be divided and made payable as set forth on the chart attached hereto as Exhibit 4. The total payment shall be allocated as follows:
- **4.1.1.** \$6,600 as a civil penalty pursuant to California Health & Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with California Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment).
- 4.1.2. \$4,900 as an Additional Settlement Payment ("ASP") in lieu of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's Paramount Clean Air Fund and use them to support CEH programs and activities that seek to educate the public about hexavalent Chromium and other air pollutants, to work with allied organizations to reduce exposure to Chromium and other air pollutants (including providing air filters to the Paramount community), and to thereby reduce the public health impacts and risks of exposure to Chromium and other air pollutants in California. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981.
- **4.1.3.** \$38,500 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs. This amount shall be divided as follows: (1) \$32,450 shall be for the Lexington Law Group; and (2) \$6,050 shall be for the Center for Environmental Health.

4.1.4. All of the payments shall be allocated as set forth on Exhibit 4 and all checks shall be delivered to Mark Todzo at Lexington Law Group at the address set forth in Section 8.1.2. 5. ENFORCEMENT OF CONSENT JUDGMENT.

CEH may, by motion or application for an order to show cause before the Superior 5.1. Court of Los Angeles County, enforce the terms and conditions contained in this Consent Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3 above, CEH shall meet and confer regarding the basis for CEH's anticipated motion or application in an attempt to resolve it informally, including providing Anaplex a reasonable opportunity of at least 30 days to cure any alleged violation. Should such attempts at informal resolution fail, CEH may file its enforcement motion or application. The prevailing party on any motion to enforce this Consent Judgment shall be entitled to its reasonable attorney's fees and costs incurred as a result of such motion or application. This Consent Judgment may only be

As set forth in Sections 3.2.4 and 3.3.1 above, Anaplex may file a motion in the 5.2. Superior Court of Los Angeles County seeking to avoid either re-starting the provision of warnings pursuant to Section 3.2 or performing an audit pursuant to Section 3.3. In either case, Anaplex shall have the burden of proof to demonstrate that the warnings and/or audit is not required under the Agreement. The prevailing party on any motion pursuant to this Section shall be entitled to its reasonable attorney's fees and costs incurred as a result of such motion.

MODIFICATION OF CONSENT JUDGMENT 6.

This Consent Judgment may only be modified by written agreement of CEH and 6.1. Anaplex with approval by the Court, or upon motion of CEH or Anaplex as provided by law.

CLAIMS COVERED AND RELEASE 7.

CEH Release in the Public Interest. Provided Anaplex complies in full with its 7.1. obligations under Section 4 hereof, this Consent Judgment is a full, final, and binding resolution between CEH acting in the public interest and Anaplex and Anaplex's parents, officers, directors,

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enforced by the Parties.

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shareholders, divisions, subdivisions, subsidiaries, and their respective successors and assigns ("Defendant Releasees"), of all claims alleged in the Complaint in this Action arising from any violation of Proposition 65 that have been or could have been asserted in the public interest against Anaplex and Defendant Releasees, regarding the failure to warn about exposure to Chromium emissions from the Facility prior to the Effective Date.

- CEH Release on Behalf of Itself. Provided Anaplex complies in full with its 7.2. obligations under Section 4 hereof, CEH, for itself, releases, waives, and forever discharges any and all claims alleged in the Complaint against Anaplex and Defendant Releasees arising from any violation of Proposition 65 that have been or could have been asserted regarding the failure to warn about exposure to Chromium emissions from the Facility prior to the Effective Date.
- Provided Anaplex complies in full with its obligations under Section 4 hereof, 7.3. compliance with the terms of this Consent Judgment by Anaplex and the Defendant Releasees shall constitute compliance with Proposition 65 by Anaplex and Defendant Releasees with respect to any alleged failure to warn about Chromium emissions from the Facility from the Effective Date up through the date that monitoring is completed in accordance with Section 3.1.2.

PROVISION OF NOTICE 8.

- When any Party is entitled to receive any notice under this Consent Judgment, the 8.1. notice shall be sent by first class and electronic mail as follows:
- 8.1.1. Notices to Anaplex. The persons for Anaplex to receive notices pursuant to this Consent Judgment shall be:

Ruben Castellon William Funderburk Castellon & Funderburk LLP 811 Wilshire Blvd., Suite 1025 Los Angeles, CA 90017 rcastellon@candffirm.cm wfunderburk@candffirm.com

8.1.2. Notices to Plaintiff. The persons for CEH to receive notices pursuant to this Consent Judgment shall be:

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Mark Todzo
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117
mtodzo@lexlawgroup.com

8.1.3. Notice For Meet and Confer Under Sections 3.2 and 3.3. The person for CEH to receive notice of Settling Defendants' intent to meet and confer pursuant to Section 3.2 or 3.3 shall be:

> Caroline Cox Center for Environmental Health 2201 Broadway, Ste. 302 Oakland, CA 94612 caroline@ceh.org

Any Party may modify the person and address to whom the notice is to be sent by 8.2. sending the other Parties notice by first class and electronic mail.

9. COURT APPROVAL

- This Consent Judgment shall become effective on the Effective Date, provided 9.1. however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and Anaplex shall support approval of such Motion.
- If this Consent Judgment is not entered by the Court, it shall be of no force or 9.2. effect and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

GOVERNING LAW AND CONSTRUCTION 10.

10.1. The terms and obligations arising from this Consent Judgment shall be construed and enforced in accordance with the laws of the State of California.

ENTIRE AGREEMENT 11.

11.1. This Consent Judgment contains the sole and entire agreement and understanding of CEH and Anaplex with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein.

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- 11.2. There are no warranties, representations, or other agreements between CEH and Anaplex except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto.
- 11.3. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.
- 11.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby.
- 11.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

RETENTION OF JURISDICTION 12.

12.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

AUTHORITY TO STIPULATE TO CONSENT JUDGMENT 13.

13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

NO EFFECT ON OTHER SETTLEMENTS 14.

14.1. Nothing in this Consent Judgment shall preclude CEH from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment.

EXECUTION IN COUNTERPARTS 15.

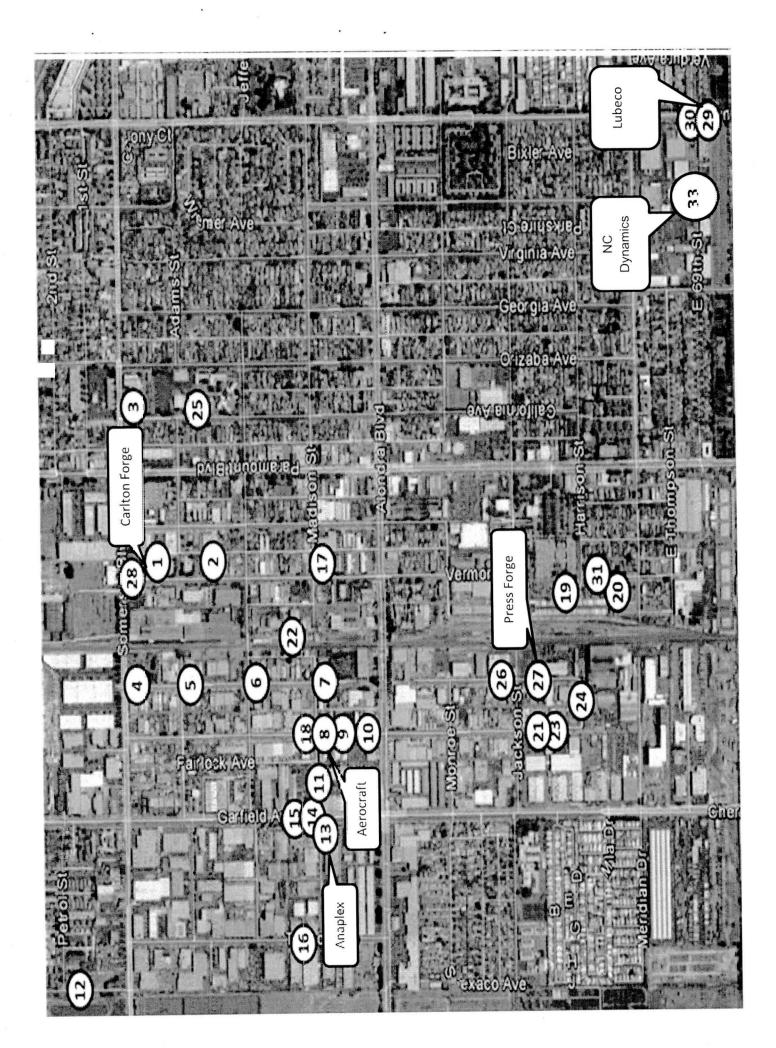
15.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

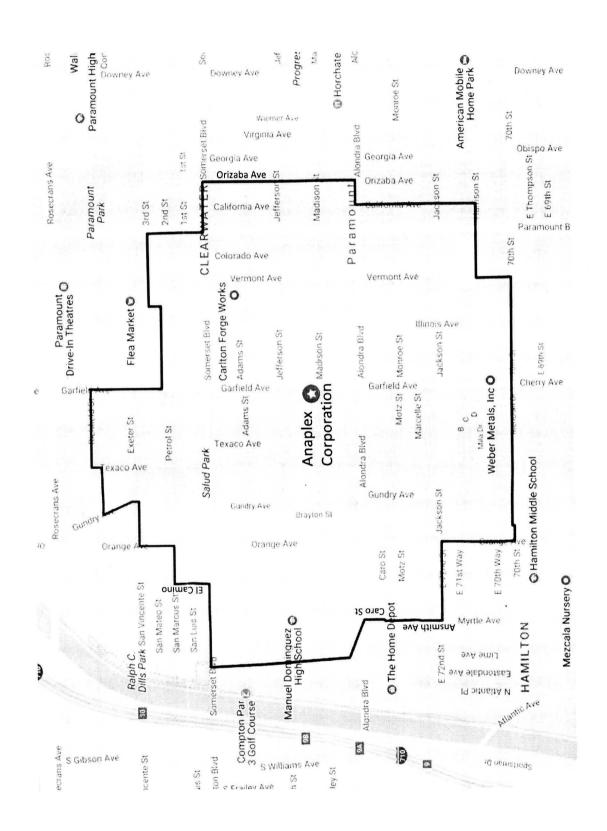
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	1	IT IS SO STIPULATED:
	2	CENTER FOR ENVIRONMENTAL HEALTH
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		Michael C
	5 6	Michael Green Chief Executive Officer
	7	ANAPLEX CORPORATION
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	10	Signature
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	12	Printed Name
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	16	IT IS SO ORDERED:
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	19	Dated:, 2017
	20	Judge of the Superior Court
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08/25/2020	23	
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		CONSENT JUDGMENT RE: ANAPLEX CORPORATION – CASE NO. BC 651485

CONSENT JUDGMENT RE: ANAPLEX CORPORATION - CASE NO. BC 651485

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M WARNING

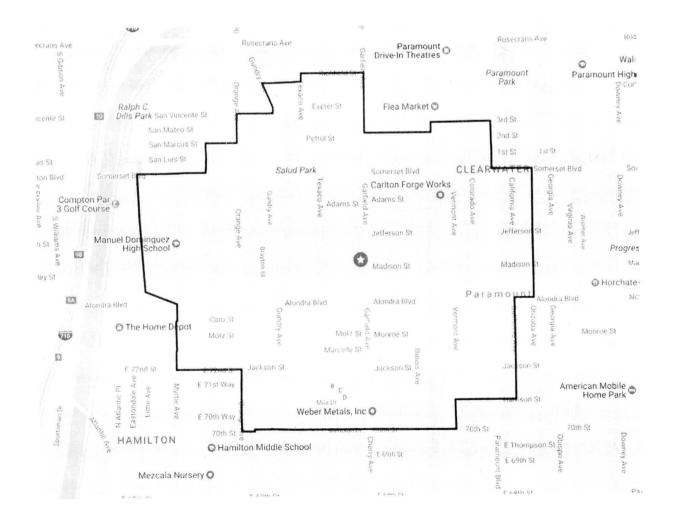
Entering the area near Anaplex Corporation, located at 15547 Garfield Avenue, Paramount, California 90723, can expose you to hexavalent chromium from metal processing. Hexavalent chromium is known to the State of California to cause cancer and birth defects or other reproductive harm. Visit www.P65Warnings.ca.gov for more information.

Visit www.aqmd.gov/home/regulations/compliance/air-monitoring-activities for more information on air monitoring by the SCAQMD in Paramount, CA.

ADVERTENCIA

Entrar al área cercana a Anaplex Corporation, ubicada en 15547 Garfield Avenue, Paramount, California 90723, puede exponerle al cromo hexavalente, proveniente del procesamiento de metal. Cromo hexavalente es conocido por el Estado de California como causante de cáncer y defectos del nacimiento u otros daños reproductivos. Para mayor información visite www.P65Warnings.ca.gov.

Visite www.aqmd.gov/home/regulations/compliance/air-monitoring-activities para obtener más información sobre el monitoreo del aire por SCAQMD en Paramount, CA.



Health Effects of Hexavalent Chromium

A fact sheet by CalEPA's Office of Environmental Health Hazard Assessment November 9, 2016



What is hexavalent chromium?

Hexavalent chromium, also known as chromium 6 (Cr6), is the toxic form of the metal chromium. While some less toxic forms of chromium occur naturally in the environment (soil, rocks, dust, plants, and animals), Cr6 is mainly produced by industrial processes.

Cr6 is used in:

- Electroplating
- Stainless steel production and welding
- Pigments and dyes
- Surface coatings
- Leather tanning

How are people exposed to Cr6?

Humans are exposed to Cr6 by:

- Inhalation of aerosols or particles
- Ingestion (eating and drinking)
- Skin contact

Cr6 may occur as aerosols or particulate matter in air. These can be inhaled directly or ingested after they land on soil or water. Contact with soil containing Cr6 may transfer to the hands and then to the mouth. Young children put their hands in their mouths more frequently than adults. For this reason, young children are more likely to consume contaminated soil. Children are also more active outdoors and they may have more contact with contaminated soil.

One form of Cr6, chromic acid, is created as a mist during electroplating. Workers and bystanders may inhale the mist. Chromic acid can also be absorbed through the skin. In addition, chromic acid deposited on the skin can be ingested through hand-to-mouth activities, such as eating.

What are the health effects from breathing Cr6?

Inhalation of Cr6 can cause cancer and non-cancer health effects.

Cancer effects: Breathing Cr6 over a long period of time increases the risk of lung cancer and nasal cancers

Non-cancer effects: Breathing Cr6 at high levels over time can cause or worsen certain health conditions, including:

- Irritation of the nose, throat and lungs (runny nose, coughing)
- Allergic symptoms (wheezing, shortness of breath)
- Nasal sores and perforation of the membrane separating the nostrils (at very high air levels in workplaces)

What are the health effects from eating, drinking, or touching Cr6?

Eating or drinking Cr6 may also be harmful to humans. Studies show that Cr6 in drinking water may cause an increased risk of stomach cancer and reproductive harm. Direct contact with Cr6 can cause allergic skin rashes in some people.

At what level could health effects occur?

OEHHA has calculated a cancer risk associated with exposure to Cr6 if that exposure continues for an entire lifetime. Continual exposure to 0.045 nanograms per cubic meter (ng/m³) of Cr6 from all sources combined for 30 years could increase cancer risk to 25 in a million. Exposure over shorter periods of time would be associated with much lower cancer risks.

OEHHA has also developed a chronic Reference Exposure Level (REL) for Cr6. A chronic REL is a health-based benchmark that is set at a level at or below which adverse non-cancer health effects are unlikely to occur in the general human population when exposed continuously over a lifetime. Levels above the REL do not indicate the health effects will occur, but rather, that the chances of these health effects occurring increase at levels above the REL. Non-cancer health effects associated with Cr6 include nasal, throat, or respiratory irritation or allergies. The chronic REL for Cr6 is 200 ng/m^3 in air (0.2 µg/m^3) .

08/25/2020

Efectos del Cromo Hexavalente Sobre la Salud

Una hoja informativa de la Oficina de Evaluación de Peligros de Salud Ambientales (OEHHA) de CaIEPA 9 de noviembre de 2016



¿Qué es el cromo hexavalente?

El cromo hexavalente, también conocido como cromo 6 (Cr6), es la forma tóxica del metal cromo. Mientras que algunas formas menos tóxicas del cromo ocurren naturalmente en el ambiente (suelo, rocas, polvo, plantas, y animales), el Cr6 se produce principalmente por procesos industriales.

El Cr6 se utiliza en:

- · Galvanoplastia
- · Fabricación y soldadura de acero inoxidable
- · Pigmentos y colorantes
- · Revestimientos de superficies
- · Curtido de cuero

¿Cómo se exponen las personas al Cr6?

Los seres humanos se exponen al Cr6 por:

- Inhalación de aerosoles o partículas
- Ingestión (comer y beber)
- · Contacto con la piel

El Cr6 puede ocurrir como aerosoles o partículas en el aire. Estos pueden ser inhalados directamente o ingeridos después de caer en el suelo o el agua. El contacto con el suelo que contiene Cr6 puede transferirse a las manos y luego a la boca. Los niños pequeños ponen sus manos en la boca con más frecuencia que los adultos. Por esta razón, los niños pequeños son más propensos a consumir el suelo contaminado. Los niños también son más activos al aire libre y pueden tener más contacto con el suelo contaminado.

Una forma de Cr6, el ácido crómico, se crea como una niebla durante la galvanoplastia. Los trabajadores y los transeúntes pueden inhalar la niebla. El ácido crómico también puede ser absorbido a través de la piel. Además, el ácido crómico depositado sobre la piel puede ser ingerido a través de actividades de mano a boca, tales como comer.

¿Cuáles son los efectos sobre la salud de respirar el Cr6?

La inhalación de Cr6 puede causar cáncer y efectos no cancerígenos sobre la salud.

Efectos de cáncer: Respirar Cr6 durante un largo período de tiempo aumenta el riesgo de cáncer de pulmón y cánceres nasales

Efectos no cancerígenos: Respirar Cr6 a niveles altos con el tiempo puede causar o empeorar ciertas condiciones de salud, incluyendo:

- Irritación de la nariz, la garganta y los pulmones (secreción nasal, tos)
- Síntomas alérgicos (sibilancias, dificultad para respirar)
- Llagas nasales y perforación de la membrana que separa las fosas nasales (a niveles muy altos de aire en los lugares de trabajo)

¿Cuáles son los efectos sobre la salud de comer, beber o tocar el Cr6?

Comer o beber Cr6 también puede ser dañino para los seres humanos. Los estudios demuestran que el Cr6 en el agua potable puede causar un mayor riesgo de cáncer del estómago y daño reproductivo. El contacto directo con Cr6 puede causar erupciones de la piel alérgicas en algunas personas.

¿A qué nivel podrían ocurrir los efectos sobre la salud?

OEHHA ha calculado un riesgo de cáncer asociado con la exposición a Cr6 si esa exposición continúa durante toda una vida. La exposición continua a 0.045 nanogramos por metro cúbico (ng/m³) de Cr6 de todas las fuentes combinadas durante 30 años podría aumentar el riesgo de cáncer a 25 en un millón. La exposición durante períodos más cortos de tiempo se asociaría con riesgos de cáncer mucho más bajos.

OEHHA también ha desarrollado un Nivel de Referencia de Exposición crónico (REL, por sus siglas en ingles) para el Cr6. Un REL crónico es un punto de referencia basado en la salud que se fija en un nivel al cual o por debajo del cual no es probable que ocurran efectos adversos no cancerosos para la salud en la población humana general cuando se exponen continuamente durante la vida. Los niveles por encima del REL no indican que los efectos sobre la salud ocurrirán, sino más bien, que las posibilidades de que estos efectos sobre la salud ocurran aumentan a niveles por encima del REL. Los efectos no cancerígenos para la salud asociados con el Cr6 incluyen irritación o alergias nasales, de la garganta o respiratorias. El REL crónico para el Cr6 es de 200 ng/m³ en el aire (0.2 μg/m³).

Due on or before August 7, 2020

Payee	Туре	Amount	Deliver To
ОЕННА	Penalty	\$2,475	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$825	LLG
Center for Environmental Health	ASP	\$2,450	LLG
Lexington Law Group	Fee and Cost	\$16,225	LLG
Center for Environmental Health	Fee and Cost	\$3,025	LLG

Due on or before November 6, 2020

Payee	Туре	Amount	Deliver To
ОЕННА	Penalty	\$1,237.50	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$412.50	LLG
Center for Environmental Health	ASP	\$1,225	LLG
Lexington Law Group	Fee and Cost	\$8,112.50	LLG
Center for Environmental Health	Fee and Cost	\$1,512.50	LLG

Due on or before February 5, 2021

Payee	Type	Amount	Deliver To
ОЕННА	Penalty	\$1,237.50	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	\$412.50	LLG
Center for Environmental Health	ASP	\$1,225	LLG
Lexington Law Group	Fee and Cost	\$8,112.50	LLG
Center for Environmental Health	Fee and Cost	\$1,512.50	LLG