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CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

QUEMETCO, INC., *et al.*,

Defendants.

Case No.: 19STCV02668

Assigned for all purposes to:
HON. DAVID S. CUNNINGHAM, DEPT.
SS11

**[PROPOSED] SECOND AMENDED
CONSENT JUDGMENT RE: QUEMETCO,
INC., QUEMETCO WEST, LLC, AND RSR
CORPORATION**

Complaint Filed: January 30, 2019

1. INTRODUCTION

1.1. This Consent Judgment is entered into by Plaintiff Center for Environmental Health, a non-profit corporation (“CEH” or “Plaintiff”), and Quemetco, Inc., Quemetco West, LLC, and RSR Corporation (together “Settling Defendants” or “Quemetco”) to settle claims asserted by Plaintiff against Settling Defendants as set forth in the operative Complaint in *Center for Environmental Health, et al. v. Quemetco, Inc., et al.*, Los Angeles Superior Court Case No.

FILED
Superior Court of California
County of Los Angeles

05/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

1 19STCV02688 (the “Action”). Plaintiff and Settling Defendants are referred to collectively as
2 the “Parties.”

3 **1.2.** On November 20, 2018, CEH and the Clean Air Coalition of North Whittier &
4 Avocado Heights (“CAC”) served a 60-day notice of violation pursuant to Health and Safety
5 Code section 25249.7(d) on Settling Defendants, the California Attorney General, the District
6 Attorney for the County of Los Angeles, and the City Attorney for the city of Los Angeles. The
7 Notice asserted that Quemetco’s facility located at 720 South Seventh Avenue, City of Industry,
8 California 91746 (the “Quemetco Site”) exposes individuals living within 0.25 miles of the
9 Quemetco Site to lead and arsenic through inhalation of ambient air and ingestion of soil on their
10 residential properties.

11 **1.3.** Settling Defendants are each a corporation that employs ten (10) or more persons.
12 Quemetco West, LLC owns and Quemetco Inc. operates the Quemetco Site.

13 **1.4.** On January 30, 2019, CEH and CAC (together “Plaintiffs”) filed the operative
14 Complaint, seeking injunctive relief and civil penalties. The Complaint alleges that Quemetco
15 causes the exposures identified in the notice without first issuing the clear and reasonable
16 warnings required by the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and
17 Safety Code § 25249.6 *et seq.* (“Proposition 65”).

18 **1.5.** Quemetco denies the material factual and legal allegations contained in CEH’s
19 Complaint and maintains that it does not expose individuals to lead or arsenic in violation of
20 Proposition 65 or any other law. Quemetco denies any liability under Proposition 65 and denies
21 that Proposition 65 applies to CEH’s claim as pled.

22 **1.6.** Plaintiff’s claims were based, in part, on soil sampling and testing received from
23 the California Department of Toxic Substances Control (“DTSC”) which showed lead and arsenic
24 in the soil in the area located within 0.25 miles of the Quemetco Site. The Court has not made
25 any findings in this case proving that Settling Defendants are responsible for or have contributed
26 to the lead and arsenic found in DTSC’s testing.

1 **1.7.** On July 14 and 15, 2022, Plaintiffs and Settling Defendants engaged in two full
2 days of mediation with the Honorable Louis M. Meisinger, Ret.

3 **1.8.** Following the mediation, Plaintiffs and Settling Defendants stipulated to the
4 dismissal with prejudice of CAC without any consideration from Settling Defendants. On
5 September 19, 2022, the Court dismissed CAC's claim with prejudice.

6 **1.9.** Beginning in June 2019 and continuing up through the date of the mediation, the
7 Parties engaged in substantial discovery and motion practice, including a motion for summary
8 judgment and cross motions for summary adjudication.

9 **1.10.** The Parties enter this Consent Judgment as a full and final settlement of all
10 disputed claims which were or could have been raised in the Complaint arising out of the facts or
11 conduct alleged therein. Excepting the Stipulated Facts below, execution and compliance with
12 this Consent Judgment shall not constitute or be construed as an admission by the Parties of any
13 fact, conclusion of law, or violation of law.

14 **1.11.** Settling Defendants deny the material, factual, and legal allegations in the Notice
15 and Complaint and expressly deny any wrongdoing whatsoever. Nothing in this Consent
16 Judgment is or will be construed as an admission by Quemetco of wrongdoing of any kind.
17 Nothing in this Consent Judgment will prejudice, waive, or impair any right, remedy, or defense
18 Quemetco may have in this or any other legal proceedings.

19 **1.12.** This Consent Judgment is the product of negotiation and compromise and is
20 accepted by the Parties solely for purposes of settling, compromising, and resolving issues
21 disputed in this Action.

22 **2. DEFINITIONS**

23 **2.1.** "Effective Date" means the date on which the Court enters this Consent Judgment.

24 **3. INJUNCTIVE RELIEF**

25 **3.1. Clear and Reasonable Warnings.** The Parties agree to the following:

26 **3.1.1.** Within 30 days of the Effective Date and once annually thereafter Settling
27 Defendants will mail or cause to be delivered the Proposition 65 warning attached as Exhibit A,
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1 in English, Spanish, and Chinese, to all residences Settling Defendants can, to the best of their
2 ability, determine to be within the outlined portion of the map in Exhibit A.

3 **3.1.2.** Within 30 days after the Effective Date, and once quarterly thereafter,
4 Quemetco will publish the Proposition 65 warning attached as Exhibit A in the main news section
5 or in the local news section of one or more English language daily newspapers and in one Spanish
6 language daily newspaper consistent with the Spanish language publication's Proposition 65
7 notice placement policy. Quemetco will initially comply with this obligation by publishing in the
8 San Gabriel Valley Tribune, which includes the Whittier Daily News and the Pasadena Star for
9 the English language newspapers, and Excelsior for the Spanish language newspaper.

10 **3.1.3.** The warnings identified in Sections 3.1.1 and 3.1.2 comply with the
11 requirements of Proposition 65 and will fully satisfy any warning obligations Proposition 65 may
12 impose on Quemetco arising out of emissions from the facility located on the Quemetco Site. For
13 the avoidance of doubt, those warnings constitute "clear and reasonable" warnings under Health
14 and Safety Code § 25249.6.

15 **3.2. Additional Transparency.** The Parties agree to the following:

16 **3.2.1.** Quemetco will develop enhanced community engagement and transparency
17 efforts that will include the public release of (a) emissions data, including stack test results and
18 fence line monitor data, which Quemetco will make publicly available as soon as practicable and
19 not later than 30 days after receiving the data, and (b) an annual report providing an update on the
20 facility's operations, a summary of the yearly emissions data, and other relevant operational
21 updates. The public release of information required under this section will include a plainly
22 visible link to this information on the "Health, Environment, and Safety" section of Quemetco's
23 website or the equivalent section of Quemetco's future website, which section will be
24 conspicuous on the main page of the website.

25 **3.2.2.** Quemetco will notify CEH when it releases the information identified in
26 Subsection 3.2.1 above and will include CEH on any mailing list generated as part of these
27 community engagement efforts. Quemetco will engage in good faith discussions with CEH to
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1 address and resolve any issues CEH raises based on those disclosures. CEH will make best
2 efforts to raise any concerns in an aggregated way so that they can be efficiently addressed on a
3 bi-annual basis. Both CEH and Quemetco will identify a liaison for these purposes.

4 **4. STIPULATIONS OF FACT**

5 **4.1.** The Parties stipulate, and the Court finds, as follows:

6 **4.1.1.** Based on the most recent reported emissions data, which are attached as
7 Exhibit B to the judgment, Quemetco's emissions do not require a Proposition 65 warning for
8 airborne exposures.

9 **4.1.2.** Based on the most recent reported emissions data, which are attached as
10 Exhibit B to the judgment, Quemetco's emissions do not contribute recognizably to the
11 concentration of Proposition 65-listed substances on the ground or in the residential soil within
12 0.25 miles of the facility.

13 **4.1.3.** Defendants did not conduct business on the Quemetco Site until 1972,
14 when RSR Corporation purchased the then-existing facility from St. Joe Minerals Corporation.

15 **4.1.4.** Defendants have made substantial changes to and upgrades on the property
16 since RSR Corporation purchased the then-existing facility from St. Joe Minerals Corporation in
17 1972 and the land from Western Associates in 1986.

18 **4.1.5.** The issues covered by this settlement agreement, including, but not limited
19 to, the stipulated findings in Sections 4.1.1 through 4.1.4, were actively litigated and resolved by
20 this judgment.

21 **5. PAYMENTS**

22 **5.1.** Within 30 days of the Effective Date, Settling Defendants shall pay to
23 Plaintiff the total sum of \$2,500,000, which shall be allocated as follows:

24 **5.1.1.1.** \$500,000 as an Additional Settlement Payment ("ASP") pursuant to
25 California Code of Regulations, Title 11, § 3204 payable to the Center for Environmental Health.
26 These funds shall be placed in CEH's City of Industry Community Fund ("Community Fund").
27 The payments to this fund shall be used exclusively for the purpose of reducing exposures to lead
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1 and arsenic in the neighborhood located within 0.25 miles of Quemetco's facility ("Quemetco
2 neighborhood"), subject to the following requirements:

3 (a) CEH will submit detailed proposals for the expenditures from this
4 ASP to the Attorney General at least 45 days prior to submitting them to the court for its approval
5 pursuant to section 5.1.2

6 (b) Prior to making these proposals, CEH will hold a public meeting or
7 take other steps to secure the views of persons residing or working in the Quemetco neighborhood.

8 (c) The proposed expenditures must provide a significant benefit to
9 residents of the Quemetco neighborhood.

10 (d) The Community Fund may not be used to conduct soil remediation.

11 (e) Proceeds from the Community Fund may not be used (A) to pay for
12 any activities that are required, or will be required, of Quemetco under any of the following: (i)
13 Proposition 65, (ii) any other law or regulation, or (iii) any applicable agreement to which
14 Quemetco is a party; or (B) to inure to the economic benefit of the owner or operator of the
15 Quemetco facility.

16 (f) Proceeds from the Community Fund may not be used to pay for any
17 activities that are required of Quemetco by any governmental entity or by any order issued to
18 Quemetco by such an entity.

19 (g) CEH, with input from community members, will use the funds from
20 the Community Fund to implement measures designed to identify, mitigate, and reduce exposures
21 to lead and arsenic at residences located within 0.25 miles of the facility.

22 (h) Plaintiff shall maintain records documenting that all ASP funds have
23 been spent solely on activities that satisfy the requirements of this Section 5.1, including, without
24 limitation, the information described in California Code of Regulations, Title 11, section 3204,
25 subdivisions (b)(4), (b)(5), and (b)(6). Plaintiff shall provide such documentation to the Attorney
26 General within thirty days of any request.

1 **5.1.2.** Within nine months following the Effective Date and prior to expending
2 funds from the Community Fund, CEH will submit the details of its planned uses of the Fund to
3 the Court for its approval. Within thirty days of completion of the funding of the activities
4 approved by this Court, Plaintiff will submit a report to the Court showing that the funds were
5 expended consistently with that approval.

6 **5.1.3.** If CEH does not obtain this Court's approval for expenditure of all
7 \$500,000 in ASP funds by August 1, 2024, any portion of the ASP funds remaining in the
8 Community Fund as of that date will be paid to the Safe Drinking Water and Toxic Enforcement
9 Fund pursuant to Health and Safety Code section 25249.12(b).

10 **5.1.4.** The Community Fund will not be used in any way to interfere in any way
11 with the facility's ongoing operations through, for example, litigation, picketing, lobbying,
12 seeking to influence regulators or government officials, or otherwise pressuring Quemetco to stop
13 conducting or to change the way it conducts business.

14 **5.2.** \$2,000,000 as a reimbursement of a portion of Plaintiff's reasonable attorneys'
15 fees and costs. This amount shall be divided into three checks: (1) a check for \$1,810,000 shall
16 be made payable to Lexington Law Group; (2) a check for \$80,000 shall be made payable to
17 Boucher LLP, and (3) a check for \$110,000 shall be made payable to the Center for
18 Environmental Health.

19 **6. ENFORCEMENT OF CONSENT JUDGMENT**

20 **6.1.** Plaintiff may, by motion or application for an order to show cause before the
21 Superior Court of Los Angeles County, enforce the terms and conditions contained in Section 3.1
22 of this Consent Judgment. Prior to bringing any motion or application to enforce the
23 requirements thereof, Plaintiff shall meet and confer regarding the basis for Plaintiff's anticipated
24 motion or application in an attempt to resolve it informally, including providing Settling
25 Defendants a reasonable opportunity of at least thirty (30) days to cure any alleged violation.
26 Should such attempts at informal resolution fail, Plaintiff may file its enforcement motion or
27 application after the cure period has elapsed. The prevailing party on any motion to enforce this
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1 Consent Judgment shall be entitled to its reasonable attorney's fees and costs incurred as a result
2 of such motion or application.

3 **6.2.** Any dispute arising under this Consent Judgment other than an alleged violation of
4 Section 3.1 that the Parties are unable to resolve through mutual, good faith negotiations will first
5 be mediated by a mutually selected mediator with each party bearing its own costs. If the Parties
6 cannot select an agreeable mediator, then the matter will be referred to the American Arbitration
7 Association for assignment to a mediator. If such dispute between the Parties cannot be resolved
8 by mediation, either party may submit the dispute to arbitration in accordance with the arbitration
9 rules of the American Arbitration Association then in effect. The dispute will be heard by a panel
10 of three neutral arbitrators, with each side selecting an arbitrator and those two arbitrators
11 selecting the third. The parties will bear their own costs.

12 **7. MODIFICATION OF CONSENT JUDGMENT**

13 **7.1.** This Consent Judgment may only be modified by written agreement of Plaintiff
14 and Settling Defendants, or upon motion of Plaintiff or Settling Defendants as provided by law.

15 **8. CLAIMS COVERED AND RELEASE**

16 **8.1. Plaintiff's Release on Behalf of Public Interest.** This Consent Judgment is a
17 full, final, and binding judgment between CEH, acting on behalf of itself and in the public interest
18 pursuant to Health and Safety Code § 25249.7(d), and Settling Defendants regarding any
19 allegations, violations, actions, damages, costs, penalties, causes of action, or claims made, or
20 which could have been made, in the Notice and/or the Complaint, arising out of emissions of lead
21 and/or arsenic from the Quemetco Site up to and including the Effective Date, including any
22 Proposition 65 claims related to exposures to lead and arsenic from the air, soil, water, or any
23 other manner alleged to have resulted, in whole or in part, from any emissions from the facility
24 that occurred before the judgment date.

25 **8.2. Plaintiff's Release on Behalf of Itself.** Plaintiff also agrees to the broadest
26 possible release and waiver of claims available under California Law. Plaintiff, on behalf of itself
27 only, hereby waives any and all rights and benefits which it now has, or in the future may have,
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1 conferred upon it with respect to claims arising from any violation of Proposition 65 or any other
2 statutory or common law regarding the emissions from the Quemetco Site. Plaintiff
3 acknowledges that it is familiar with the provisions of section 1542 of the California Civil Code,
4 which provides as follows:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
6 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
7 EXIST IN HIS OR HER FAVOR AT THE TIME OF
8 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
9 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
10 SETTLEMENT WITH THE DEBTOR.

11 CEH waives and relinquishes all of the rights and benefits CEH has, or may have, under
12 California Civil Code section 1542. CEH acknowledges that it may discover facts in addition to,
13 or different from, those which they now know or believe to be true with respect to the subject
14 matter of this Consent Judgment. Nevertheless, this release will be and remain in effect as a full
15 and complete general release, notwithstanding the discovery or existence of any additional or
16 different facts.

17 **8.3.** Compliance with the terms of this Consent Judgment resolves any issue, now and
18 in the future, concerning compliance by Quemetco or its affiliates, parent or subsidiary
19 corporations, divisions, successors, officers, directors, or assigns with the requirements of
20 Proposition 65 with respect to any emissions from the Quemetco Site that occurred up to and
21 including the Effective Date. Quemetco shall not be liable for, and the Consent Judgment shall
22 extinguish and preclude, any Proposition 65 claims related to past or future exposures to lead and
23 arsenic from the air, soil, water, or any other manner alleged to have resulted, in whole or in part,
24 from any emissions from the facility that occurred before the judgment date.

25 **9. PROVISION OF NOTICE**

26 **9.1.** When any Party is entitled to receive any notice under this Consent Judgment, the
27 notice shall be sent by first class and electronic mail as follows:

28 **9.1.1. Notices to Settling Defendants.** The addresses for Settling Defendants to
receive notices pursuant to this Consent Judgment shall be:

1 433 E. Las Colinas Blvd, Suite 900
2 Irving TX 75039
3 ATTN: Legal Department

4 With a copy sent via email to Quemetco at EcobatLegal@Ecobat.com

5 **9.1.2. Notices to Plaintiff.** The persons for Plaintiff to receive notices pursuant to
6 this Consent Judgment shall be:

7 Mark Todzo
8 Lexington Law Group
9 503 Divisadero Street
10 San Francisco, CA 94117
11 mtodzo@lexlawgroup.com

12 **9.2.** Any Party may modify the person and address to whom the notice is to be sent by
13 sending the other Parties notice by first class and electronic mail.

14 **10. COMPLIANCE WITH REPORTING REQUIREMENTS AND COURT APPROVAL**

15 **10.1.** Plaintiff shall comply with the reporting form requirements of Health and Safety
16 Code section 25249.7(f). Pursuant to the regulations under Health and Safety Code section
17 25249.7(f), CEH presented this Consent Judgment to the California Attorney General's office
18 upon receiving all necessary signatures prior to submitting it to the Court for its approval and
19 entry.

20 **10.2.** This Consent Judgment shall become effective on the Effective Date, provided
21 however, that Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment and
22 Settling Defendants shall support the relief sought by that Motion.

23 **10.3.** In the event of any opposition to entry of the Consent Judgment by this Court and
24 in any or all appeals relating to such entry instituted by a third party or governmental entity or
25 official, the Parties agree to affirmatively cooperate in all efforts to defend against any such
26 litigation.

27 **10.4.** If this Consent Judgment is not entered by the Court, it shall be of no force or
28 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
purpose.

1 **11. NON-PUBLIC INFORMATION**

2 **11.1.** The Parties, including their principals and agents, agree that they will not disclose
3 any non-public information learned through the course of their investigation of the claims at issue
4 in this case or the litigation of those claims to any non-party.

5 **11.2.** The parties will agree to a procedure for collecting and either returning or
6 destroying (a) the non-public information, including documents and materials exchanged in
7 discovery and during settlement negotiations, and (b) any materials derived from that non-public
8 information.

9 **12. GOVERNING LAW AND CONSTRUCTION**

10 **12.1.** The terms and obligations arising from this Consent Judgment shall be construed
11 and enforced in accordance with the laws of the State of California.

12 **13. ENTIRE AGREEMENT**

13 **13.1.** This Consent Judgment contains the sole and entire agreement and understanding
14 of Plaintiffs and Settling Defendants with respect to the entire subject matter hereof, and any and
15 all prior discussions, negotiations, commitments, or understandings related thereto, if any, are
16 hereby merged herein and therein.

17 **13.2.** There are no warranties, representations, or other agreements between Plaintiffs
18 and Settling Defendants except as expressly set forth herein. No representations, oral or
19 otherwise, express or implied, other than those specifically referred to in this Consent Judgment
20 have been made by any Party hereto.

21 **13.3.** No other agreements not specifically contained or referenced herein, oral or
22 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
23 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
24 any of the Parties hereto only to the extent that they are expressly incorporated herein.

25 **13.4.** No supplementation, modification, waiver, or termination of this Consent
26 Judgment shall be binding unless executed in writing by the Parties to be bound thereby.

1 **13.5.** No waiver of any of the provisions of this Consent Judgment shall be deemed or
2 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
3 such waiver constitute a continuing waiver.

4 **14. RETENTION OF JURISDICTION**

5 **14.1.** This Court shall retain jurisdiction of this matter to implement or modify the
6 Consent Judgment.

7 **15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

8 **15.1.** Each signatory to this Consent Judgment certifies that he or she is fully authorized
9 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
10 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

11 **16. NO EFFECT ON OTHER SETTLEMENTS**

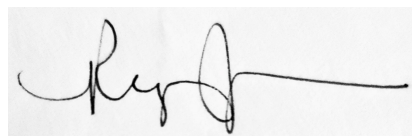
12 **16.1.** Nothing in this Consent Judgment shall preclude Plaintiffs from resolving any
13 claim against another entity on terms that are different from those contained in this Consent
14 Judgment.

15 **17. EXECUTION IN COUNTERPARTS**

16 **17.1.** The stipulations to this Consent Judgment may be executed in counterparts and by
17 means of facsimile, which taken together shall be deemed to constitute one document.

18
19 **IT IS SO STIPULATED:**

20 **CENTER FOR ENVIRONMENTAL HEALTH**

21
22 

23 _____
24 Regina Jackson
25 Interim Chief Executive Officer
26
27
28

Dated: May 5, 2023

QUEMETCO, INC.

DocuSigned by:

Craig Clark

599A3776EA08434...

Signature

Craig Clark

Printed Name

President

Title

Dated: 08-May-23

QUEMETCO WEST, LLC

DocuSigned by:

Craig Clark

599A3776EA08434...

Signature

Craig Clark

Printed Name

President

Title

Dated: 08-May-23

RSR CORPORATION

DocuSigned by:

Robert Finn

E13093DA6B2A4F6...

Signature

Bob Finn

Printed Name

VP Environmental Compliance

Title

Dated: 10-May-23

IT IS SO ORDERED:



David S. Cunningham III

David S. Cunningham III / Judge

Dated: 05/26/2023, 2023

Judge of the Superior Court

Exhibit A

Proposition 65 Warning



WARNING

Entering the outlined area in the map below, located near the intersection of 7th Street and Salt Lake Avenue in the City of Industry, California, can expose you to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, including lead and arsenic, from ingestion of and contact with soil. Lead and arsenic are present in the soil in this area due to historical and ongoing industrial operations, lead paint, vehicle emissions, and naturally occurring lead and arsenic. Visit www.P65Warnings.ca.gov for more information.



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Exhibit B

Attachment 1. 2020 Emissions Data
Attachment 2. 2021 Emissions Data

Attachment 1

AER YEAR: 2020.

Facility Information

Business Name

QUEMETCO INC

Facility ID

8547

Address

720 S 7TH AVE, CITY OF INDUSTRY, CA 91746

Criteria Pollutants (Tons per Year)

CO

Carbon Monoxide

Annual Emissions: 38.614

NOX

Nitrogen Oxides

Annual Emissions: 23.134

PM

Particulate Matter

Annual Emissions: 0.982

SOX

Sulfur Oxides

Annual Emissions: 3.618

VOC

Volatile Organic Compounds

Annual Emissions: 2.42

Toxic Pollutants (Pounds per Year):

79345

1,1,2,2-Tetrachloroethane

Annual Emissions: 124.019

79005

1,1,2TRICLETHAN

Annual Emissions: 0.000

3268879

1,2,3,4,5,6,7,8-Octachlorodibenzo-p-dioxin [POM]

Annual Emissions: 0.000

39001020

1,2,3,4,5,6,7,8-Octachlorodibenzofuran [POM]

Annual Emissions: 0.000

67562394

1,2,3,4,6,7,8-Heptachlorodibenzofuran

Annual Emissions: 0.000

70648269

1,2,3,4,7,8-Hexachlorodibenzofuran

Annual Emissions: 0.000

57117449

1,2,3,6,7,8-Hexachlorodibenzofuran

Annual Emissions: 0.000

57117416

1,2,3,7,8-Pentachlorodibenzofuran

Annual Emissions: 0.000

95636

1,2,4TRIMEBENZE

Annual Emissions: 10.913

78875

1,2-Dichloropropane {Propylene dichloride}

Annual Emissions: 28.86

106990

1,3-Butadiene

Annual Emissions: 3.508

542756

1,3-Dichloropropene

Annual Emissions: 0.000

123911

1,4-Dioxane

Annual Emissions: 0.002

60851345

2,3,4,6,7,8-Hexachlorodibenzofuran

Annual Emissions: 0.000

57117314

2,3,4,7,8-Pentachlorodibenzofuran

Annual Emissions: 0.000

1746016

2,3,7,8-Tetrachlorodibenzo-p-dioxin

Annual Emissions: 0.000

51207319

2,3,7,8-Tetrachlorodibenzofuran

Annual Emissions: 0.000

91576

2-Methyl naphthalene [PAH, POM]

Annual Emissions: 9.87

83329

ACENAPHTHENE

Annual Emissions: 0.109

208968

ACENAPHTHYLENE

Annual Emissions: 0.141

120127

ANTHRACENE

Annual Emissions: 0.005

75070

Acetaldehyde

Annual Emissions: 596.574

107028

Acrolein

Annual Emissions: 0.128

7664417

Ammonia

Annual Emissions: 908.432

7440382

Arsenic

Annual Emissions: 2.054

71432

Benzene

Annual Emissions: 119.202

7440417

Beryllium

Annual Emissions: 0.055

7440439

Cadmium

Annual Emissions: 1.166

56235

Carbon tetrachloride

Annual Emissions: 0.000

76131

Chlorinated fluorocarbon 113

Annual Emissions: 43.248

7782505

Chlorine

Annual Emissions: 0.047

67663

Chloroform

Annual Emissions: 0.000

18540299

Chromium (VI)

Annual Emissions: 0.085

218019

Chrysene

Annual Emissions: 0.086

7440508

Copper

Annual Emissions: 18.869

9901

Diesel engine exhaust, particulate matter

Annual Emissions: 3.049

112345

Diethylene glycol monobutyl ether

Annual Emissions: 4.575

34590948

Dipropylene glycol monomethyl ether

Annual Emissions: 0.21

100414

ETHYL BENZENE

Annual Emissions: 73.962

106934

Ethylene dibromide

Annual Emissions: 69.164

107062

Ethylene dichloride

Annual Emissions: 0.000

111762

Ethylene glycol monobutyl ether

Annual Emissions: 8.299

206440

FLUORANTHENE

Annual Emissions: 0.517

86737

FLUORENE

Annual Emissions: 0.504

50000

Formaldehyde

Annual Emissions: 626.856

110543

HEXANE

Annual Emissions: 12.487

7647010

Hydrochloric acid

Annual Emissions: 0.016

7783064

Hydrogen sulfide

Annual Emissions: 631.971

7439921

Lead (inorganic)

Annual Emissions: 5.444

108383

M-XYLENE

Annual Emissions: 0.521

1634044

ME T-BUTYLETHER

Annual Emissions: 0.213

7439965

Manganese

Annual Emissions: 6.465

7439976

Mercury

Annual Emissions: 12.096

67561

Methanol

Annual Emissions: 8.703

74873

Methyl chloride {Chloromethane}

Annual Emissions: 28.86

78933

Methyl ethyl ketone

Annual Emissions: 3.18

75092

Methylene chloride

Annual Emissions: 0.006

91203

Naphthalene

Annual Emissions: 98.359

7440020

Nickel

Annual Emissions: 3.599

1151

PAHs, total, with components not reported

Annual Emissions: 0.005

85018

PHENANTHRENE

Annual Emissions: 34.49

129000

PYRENE

Annual Emissions: 0.24

7723140

Phosphorus

Annual Emissions: 0.000

1336363

Polychlorinated biphenyls

Annual Emissions: 0.205

108656

Propylene glycol monomethyl ether acetate

Annual Emissions: 0.09

7782492

Selenium

Annual Emissions: 3.452

1310732

Sodium hydroxide

Annual Emissions: 344.677

100425

Styrene

Annual Emissions: 104.587

108883

Toluene

Annual Emissions: 94.506

75694

Trichlorofluoromethane {Freon 11}

Annual Emissions: 28.86

75014

Vinyl chloride

Annual Emissions: 23.116

1330207

Xylenes

Annual Emissions: 185.082

95476

o-Xylene

Annual Emissions: 53.632

Note - Data for 2007 represents the six-month transitional period, July through December 2007, when the rules requiring annual emissions reporting changed from a fiscal year to a calendar year basis.

Attachment 2

Facility Information

Business Name	Facility ID	Address
QUEMETCO INC	8547	720 S 7TH AVE, CITY OF INDUSTRY, CA 91746

Criteria Pollutants (Tons per Year)

CO Carbon Monoxide Annual Emissions: 40.724	NOX Nitrogen Oxides Annual Emissions: 40.906	PM Particulate Matter Annual Emissions: 1.007
SOX Sulfur Oxides Annual Emissions: 3.917	VOC Volatile Organic Compounds Annual Emissions: 2.524	

Toxic Pollutants (Pounds per Year):

79345 1,1,2,2-Tetrachloroethane Annual Emissions: 130.373	79005 1,1,2TRICLETHAN Annual Emissions: 0.000	3268879 1,2,3,4,5,6,7,8-Octachlorodibenzo-p-dioxin [POM] Annual Emissions: 0.000
39001020 1,2,3,4,5,6,7,8-Octachlorodibenzofuran [POM] Annual Emissions: 0.000	67562394 1,2,3,4,6,7,8-Heptachlorodibenzofuran Annual Emissions: 0.000	70648269 1,2,3,4,7,8-Hexachlorodibenzofuran Annual Emissions: 0.000
57117449 1,2,3,6,7,8-Hexachlorodibenzofuran Annual Emissions: 0.000	57117416 1,2,3,7,8-Pentachlorodibenzofuran Annual Emissions: 0.000	95636 1,2,4TRIMEBENZE Annual Emissions: 11.348
78875 1,2-Dichloropropane {Propylene dichloride} Annual Emissions: 30.338	106990 1,3-Butadiene Annual Emissions: 15.045	542756 1,3-Dichloropropene Annual Emissions: 0.000
60851345 2,3,4,6,7,8-Hexachlorodibenzofuran Annual Emissions: 0.000	57117314 2,3,4,7,8-Pentachlorodibenzofuran Annual Emissions: 0.000	1746016 2,3,7,8-Tetrachlorodibenzo-p-dioxin Annual Emissions: 0.000
51207319 2,3,7,8-Tetrachlorodibenzofuran Annual Emissions: 0.000	91576 2-Methyl naphthalene [PAH, POM] Annual Emissions: 10.375	83329 ACENAPHTHENE Annual Emissions: 0.115
208968 ACENAPHTHYLENE Annual Emissions: 0.149	120127 ANTHRACENE Annual Emissions: 0.005	75070 Acetaldehyde Annual Emissions: 627.166
107028 Acrolein Annual Emissions: 0.121	7664417 Ammonia Annual Emissions: 952.077	7440382 Arsenic Annual Emissions: 1.647

71432
Benzene
Annual Emissions: 173.804

56235
Carbon tetrachloride
Annual Emissions: 0.000

67663
Chloroform
Annual Emissions: 0.000

7440508
Copper
Annual Emissions: 15.966

100414
ETHYL BENZENE
Annual Emissions: 76.134

111762
Ethylene glycol monobutyl ether
Annual Emissions: 4.439

50000
Formaldehyde
Annual Emissions: 659.021

7783064
Hydrogen sulfide
Annual Emissions: 664.311

1634044
ME T-BUTYLETHER
Annual Emissions: 0.368

67561
Methanol
Annual Emissions: 0.153

75092
Methylene chloride
Annual Emissions: 0.002

1151
PAHs, total, with components not reported
Annual Emissions: 0.007

7723140
Phosphorus
Annual Emissions: 0.001

7782492

7440417
Beryllium
Annual Emissions: 0.056

76131
Chlorinated fluorocarbon 113
Annual Emissions: 45.464

18540299
Chromium (VI)
Annual Emissions: 0.086

9901
Diesel engine exhaust, particulate matter
Annual Emissions: 4.281

106934
Ethylene dibromide
Annual Emissions: 72.708

206440
FLUORANTHENE
Annual Emissions: 0.543

110543
HEXANE
Annual Emissions: 0.422

7439921
Lead (inorganic)
Annual Emissions: 6.751

7439965
Manganese
Annual Emissions: 6.195

74873
Methyl chloride (Chloromethane)
Annual Emissions: 30.338

91203
Naphthalene
Annual Emissions: 103.409

85018
PHENANTHRENE
Annual Emissions: 36.257

1336363
Polychlorinated biphenyls
Annual Emissions: 0.216

1310732

7440439
Cadmium
Annual Emissions: 0.703

7782505
Chlorine
Annual Emissions: 0.081

218019
Chrysene
Annual Emissions: 0.091

34590948
Dipropylene glycol monomethyl ether
Annual Emissions: 0.157

107062
Ethylene dichloride
Annual Emissions: 0.000

86737
FLUORENE
Annual Emissions: 0.53

7647010
Hydrochloric acid
Annual Emissions: 0.023

108383
M-XYLENE
Annual Emissions: 0.891

7439976
Mercury
Annual Emissions: 12.715

78933
Methyl ethyl ketone
Annual Emissions: 1.951

7440020
Nickel
Annual Emissions: 2.888

129000
PYRENE
Annual Emissions: 0.252

108656
Propylene glycol monomethyl ether acetate
Annual Emissions: 0.09

100425

SeleniumAnnual Emissions: **3.561**

108883

TolueneAnnual Emissions: **102.232**

1330207

XylenesAnnual Emissions: **189.185****Sodium hydroxide**Annual Emissions: **348.522**

75694

Trichlorofluoromethane {Freon 11}Annual Emissions: **30.338**

95476

o-XyleneAnnual Emissions: **56.5****Styrene**Annual Emissions: **109.956**

75014

Vinyl chlorideAnnual Emissions: **24.3****Notes:**

1. The emission values listed here represent the latest submission by the facility and may not reflect values that are under revision/verification.
2. Data for 2007 represents the six-month transitional period, July through December 2007, when the rule requiring annual emissions reporting changed from a fiscal year to a calendar year basis.