1 2 3 4 5 6 7	LEXINGTON LAW GROUP Mark N. Todzo, State Bar No. 168389 Ryan 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 Attorneys for Plaintiff CENTER FOR ENVIRONMENTAL HEALTH	
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9	SUPERIOR COURT OF THE	E STATE OF CALIFORNIA
10	COUNTY OF L	OS ANGELES
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13	CENTER FOR ENVIRONMENTAL HEALTH,	Case No. 19STCV00673
14	a non-profit corporation, and EAST YARD COMMUNITIES FOR ENVIRONMENTAL	ASSIGNED FOR ALL PURPOSES TO:
15	JUSTICE, a non-profit corporation,	Hon. Amy D. Hogue, Dept. 7
16	Plaintiffs,	[PROPOSED] CONSENT JUDGMENT
17	VS.	RE: ALL DEFENDANTS
18	AMERICH CORPORATION; ARMORCAST PRODUCTS COMPANY, INC.; CUSTOM FIBREGLASS MANUFACTURING CO,;	
19	TRUCK ACCESSORIES GROUP, LLC; J,B. POINDEXTER & CO., INC.; XERXES	
20	CORPORATION; and DOES I through 100, inclusive.	
21	Defendants.	Original Complaint Filed: January 10, 2019
22		
23		
24	1. INTRODUCTION	
25	<b>1.1.</b> This Consent Judgment is entered	into by Plaintiffs Center for Environmental
26	Health, a non-profit corporation ("CEH") and Eas	st Yard Communities for Environmental Justice
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ON RECYCLED PAPER	CONSENT JUDGMENT RE: ALL DEFE	-1- NDANTS – CASE NO. BC 19STCV00673
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1	("EYCEJ"), <sup>1</sup> and Defendants Americh Corporation ("Americh"), Armorcast Products Company,
2	Inc. ("Armorcast"), Custom Fibreglass Manufacturing Co., Truck Accessories Group, LLC, and
3	J.B. Poindexter & Co., Inc. (collectively, "Custom Fibreglass"), and Xerxes Corporation
4	("Xerxes"). Americh, Armorcast, Custom Fibreglass, and Xerxes are collectively referred to as
5	"Defendants." As used in this Consent Judgment, the term "Settling Defendants" refers only to
6	Americh, Custom Fibreglass, and Xerxes, as Armorcast has moved to a different facility since the
7	inception of this matter. Defendants and CEH enter into this Consent Judgment to settle claims
8	asserted by CEH against Defendant as set forth in the operative Complaint in the matter Center
9	for Environmental Health v. Americh Corporation, et al, Los Angeles Superior Court Case No.
10	19STCV00673 (the "Action"). CEH and Defendant are referred to collectively as the "Parties."
11	<b>1.2.</b> On April 20, 2018, October 1, 2018, and January 25, 2019 CEH served 60-Day
12	Notices of Violation relating to the California Safe Drinking Water and Toxic Enforcement Act
13	of 1986, California Health & Safety Code § 25249.5, et seq. ("Proposition 65") on Defendants,
14	the California Attorney General, the District Attorney for the County of Los Angeles and City
15	Attorney for the city of Los Angeles. EYCEJ issued a Notice of Violation to Custom Fibreglass
16	on February 27, 2019. The CEH and EYCEJ notices are referred to herein as the "Notices."
17	<b>1.3.</b> The Notices allege violations of Proposition 65 with respect to exposures to
18	styrene allegedly caused by emissions from Defendants' facilities located in the greater Los
19	Angeles area.
20	<b>1.4.</b> Defendants are corporations that employ more than ten (10) persons and that own
21	and/or operate one or more of the Facilities.
22	<b>1.5.</b> On January 10, 2019, CEH filed the original complaint in the Action naming
23	Americh, Armorcast, and Custom Fibreglass as defendants therein. The First Amended
24	Complaint was filed on April 18, 2019, which also named Xerxes as a defendant. The Second
25	
26	<sup>1</sup> EYCEJ's claims relate only to Custom Fibreglass. This Consent Judgment is intended to
27	fully apply to EYCEJ as it applies to Custom Fibreglass, including with regard to the release of claim in Section 7.
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1 Amended Complaint (the "Complaint") was filed on July 3, 2019, adding EYCEJ as a plaintiff 2 regarding Custom Fibreglass.

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1.6. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this 4 Court has jurisdiction over the allegations of violations contained in the Notice and Complaint and personal jurisdiction over Defendants as to the acts alleged in the Complaint; (ii) venue is 6 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 Notices and Complaint with respect to exposures to 9 Styrene caused by emissions from the Facilities.

10 1.7. The Parties enter into this Consent Judgment as a full and final settlement of all 11 claims which were or could have been raised in the Complaint arising out of the facts or conduct 12 related to Defendant alleged therein. By execution of this Consent Judgment and agreeing to 13 comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law, 14 nor shall compliance with the Consent Judgment constitute or be construed as an admission by 15 the Parties of any fact, conclusion of law, or violation of law. Defendants deny the material, 16 factual, and legal allegations in the Notice and Complaint and expressly deny any wrongdoing 17 whatsoever. Except as specifically provided herein, nothing in this Consent Judgment shall 18 prejudice, waive, or impair any right, remedy, argument, or defense any of the Parties may have 19 in this or any other pending or future legal proceedings. This Consent Judgment is the product of 20 negotiation and compromise and is accepted by the Parties solely for purposes of settling, 21 compromising, and resolving issues disputed in this Action.

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### DEFINITIONS

2.1.

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2.3.

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**2.3.2.** For Custom Fibreglass: 1711 Harbor Avenue, Long Beach, California.

**2.3.1.** For Americh: 13212 Saticoy Street, North Hollywood, California.

"Compliance Date" means the date 12 months after the Effective Date.

"Facility" or "Facilities" means Defendants' facilities located at:

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

1 2 **2.3.3.** For Xerxes: 1210 North Tustin Avenue, Anaheim, California.

**2.4.** "Styrene Emission Reduction Goal" means:

3 **2.4.1.** For the Americh Facility: an annualized reduction to below 12,500 pounds 4 of Styrene emissions from the Facility measured from the most recently completed quarter dating 5 back one calendar year, as compared to the Styrene emissions reported by Americh to the United 6 States Environmental Protection Agency ("EPA") Toxic Release Inventory ("TRI") in 2019, 7 which was 14,443 pounds, and its five-year average emissions between 2013 and 2018, which 8 was 16,023 pounds. All reductions in Styrene emissions under this Consent Judgment shall be 9 measured based on emissions calculations using the same EPA-approved emission factors used 10 by Americh in its emissions reporting to EPA.

2.4.2. For the Custom Fibreglass Facility: an annualized reduction to below
25,000 pounds of Styrene emissions from the Facility measured from the most recently completed
quarter dating back one calendar year, as compared to the Styrene emissions reported by Custom
Fibreglass to the TRI in 2018, which was 41,012 pounds, and its five-year average emissions
between 2013 and 2018, which was 54,389 pounds. All reductions in Styrene emissions under
this Consent Judgment shall be measured based on emissions calculations using the same EPAapproved emission factors used by Custom Fibreglass in its emissions reporting to EPA.

2.4.3. For the Xerxes Facility: an annualized reduction to below 115,000 pounds
of Styrene emissions from the Facility measured from the most recently completed quarter dating
back one calendar year, as compared to the Styrene emissions reported by Xerxes to the TRI in
2018, which was 152,912 pounds, and its five-year average emissions between 2013 and 2018,
which was 171,226 pounds. All reductions in Styrene emissions under this Consent Judgment
shall be measured based on emissions calculations using the same EPA-approved emission
factors used by Xerxes in its emissions reporting to EPA.

"Styrene Exposure Reduction Measures" means:

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2.5.

1	<b>2.5.1.</b> For the Americh Facility: (1) elimination of building fugitive emissions by
2	closing doors during production; and (2) replacing the existing butterfly outlet dampers with
3	passive stack heads.
4	<b>2.5.2.</b> For the Custom Fibreglass Facility: (1) elimination of building fugitive
5	emissions by closing doors during production; and (2) replacing the existing butterfly outlet
6	dampers with passive stack heads and installing 40-foot vertical roof stacks.
7	<b>2.5.3.</b> For the Xerxes Facility: (1) conversion of all manual resin application to
8	non-atomizing resin applicator ("NARA") equipment; and (2) change the filament winding
9	process to dry-wind with NARA.
10	<b>2.6.</b> "Residential Warning Threshold" means average Styrene air concentration levels
11	of 5.5 ug/m3.
12	<b>2.7.</b> "Occupational Warning Threshold" means average Styrene concentration levels of
13	15 ug/m3.
14	3. INJUNCTIVE RELIEF
15	3.1. Styrene Reductions. Settling Defendants shall continue to take all reasonable and
16	practical measures to reduce the amount of Styrene emitted into the neighborhood surrounding
17	the Facilities. For each Settling Defendant, each quarter it satisfies both of the criteria set forth in
18	this Section, the Styrene levels at the Facility shall be deemed below the Residential Warning
19	Threshold throughout the area surrounding the Facility, including the area depicted in the
20	Warning Map set forth in Section 3.2.2, and that Settling Defendant shall have no warning
21	obligation.
22	<b>3.1.1.</b> Settling Defendant shall meet the Styrene Emission Reduction Goal; and
23	<b>3.1.2.</b> Settling Defendant shall implement the Styrene Exposure Reduction
24	Measures.
25	<b>3.2.</b> Clear and Reasonable Warnings. If a Settling Defendant is not in full
26	compliance with Section 3.1 above as of the Compliance Date or at any time after the Compliance
27	Date, that Settling Defendant shall, within 30 days following the completion of the calendar
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1 quarter during which Settling Defendant is not in full compliance with Section 3.1, provide 2 warnings to the individuals living and working within either: (a) the perimeter of the area 3 depicted in the map set forth in Section 3.2.1 unless the Settling Defendant can demonstrate that 4 its emissions are below the Warning Thresholds as set forth in Section 3.2.1; or (b) the areas 5 where the average Styrene air concentrations from the Facility exceed the Residential and/or 6 Occupational Warning Threshold based on the results of that Settling Defendant's modeling 7 performed in accordance with Section 3.2.1. The warnings shall use the warning language set 8 forth in Section 3.2.2 and the warning methods set forth in 3.2.3. Each Settling Defendant shall 9 continue to provide the warnings in accordance with the frequencies set forth in Section 3.2.3 10 until such time as that Settling Defendant is able to fully comply with Section 3.1 or demonstrate 11 that the Styrene concentrations resulting from its emissions are below the Warning Thresholds in 12 accordance with Section 3.2.1.

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### 3.2.1. Demonstrating Styrene Air Concentrations are Below the Warning

14 **Thresholds.** A Settling Defendant will not be required to provide warnings pursuant to Section 15 3.2 to the extent it can demonstrate that its emissions do not result in Styrene air concentrations 16 above the Residential and/or Occupational Warning Thresholds based on the results of AERMOD 17 Dispersion Modeling using Version 18081 (or subsequent versions) using: (1) annualized 18 emissions data from the most recently ended quarter prior to the date on which warnings would 19 otherwise be required; and (2) the same assumptions as set forth in Settling Defendant's modeling 20 reports confidentially provided to CEH. Should a Settling Defendant prove its Facility emissions 21 cause Styrene air concentrations below the Residential and/or Occupational Warning Thresholds 22 in accordance with the requirements of this Section, that Settling Defendant need only provide to 23 CEH at most one AERMOD report annually unless its Styrene emissions for a calendar quarter 24 increase from the prior calendar quarter to the extent that the annual emissions inclusive of that quarter exceed the annual emissions on which the proof was based by 10% or more.<sup>2</sup> 25

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<sup>2</sup> Following its first AERMOD report pursuant to Section 3.2.1, Americh shall not be required to provide annual AERMOD reports to CEH and shall not be required to provide warning, on the

1	<b>3.2.2.</b> Content of the warnings. The warning provided in accordance with this
2	Section shall state the following in English [and other relevant language(s)]:
3	
4	A WARNING
5	The area near [Company Name]located at [The Address] can expose you
6	to styrene from [Company Name]'s manufacturing facility. Styrene is known
7	to the State of California to cause cancer.
8	
9	Visit www.P65Warnings.ca.gov for more information.
10	[Company Name] is permitted to operate at this location by nation, state, and
11	local air emission regulators.
	Below is a map of the area for which warnings will be provided:
12	The warnings and maps specific to each Injunctive Defendant are attached hereto as Exhibits 1-3.
13	<b>3.2.3. Warning Method.</b> Should a Settling Defendant be required to provide
14	warnings, it shall provide them by the following method(s) of transmission:
15	<b>3.2.3.1. Mail or Delivery.</b> Within 30-days of the Compliance Date
16	and quarter-annually thereafter, Settling Defendant shall mail or deliver a copy of the warning set
17	forth in Section 3.2.2 above to: (a) every resident and business located within the area of the map
18	
19	depicted therein; or (b) every resident and business located in an area with exposures exceeding
20	the pertinent Warning Threshold based on the modeling described in Section 3.2.1. The warning
21	shall be displayed on an 8.5 by 11 inch page and shall be in a font size no less than 14 point arial.
22	The mailed warning shall include with it the Health Effects of Styrene fact sheet published by the
	California Office of Environmental Health Hazard Assessment, a copy of which is attached as
23	Exhibit 4. To the extent the warning is placed in an envelope, the outside of the envelope shall
24	clearly state that important health information is enclosed.
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27	conditions that it remains in compliance with the Styrene Exposure Reduction Goal and does not emit Styrene in excess of its 2019 Emissions as set forth in Section 2.4.1.
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1 3.3. **Compliance Monitoring.** CEH may, at its discretion, conduct air monitoring to 2 determine the average air concentration of Styrene surrounding the Facilities. Any monitoring by 3 CEH pursuant to this Section will be conducted using an EPA-approved monitoring device with 4 the laboratory analysis performed by an accredited laboratory, and shall be conducted over the 5 course of at least two consecutive full weeks. In the event that CEH obtains data that the average 6 air concentration of Styrene exceed either Warning Threshold at or adjacent to any business or 7 residence within the area depicted in the Map, CEH shall provide Notice to that Settling 8 Defendant that includes such data. Upon receipt of the Notice, Settling Defendant shall, within 9 30 days of receipt, either restart providing warnings in accordance with Sections 3.4 or contest 10 CEH's data using the modeling described in Section 3.2.1. In addition to demonstrating its 11 compliance with the pertinent Warning Thresholds using AERMOD Dispersion Modeling, 12 Setting Defendant may also provide other credible evidence that average Styrene air 13 concentration from the Facility does not exceeded the Warning Thresholds including but not 14 limited to: (1) demonstrating that an exceedance of the Warning Threshold is due to Styrene 15 emissions unrelated to the Facility, (2) the Facility's production at the time of CEH's monitoring 16 was atypically high, (3) or meteorological conditions were unusual, including wind direction. 17 The parties shall then attempt to informally determine whether additional warnings must be 18 provided over a period of 30 days. If no resolution has been reached at the conclusion of that 19 period, Settling Defendant shall either: (1) restart the warnings as described in this Section; or (2) 20 file a motion in the Superior Court of Los Angeles County Court to prove that no additional 21 warning is required.

3.4. Restart of Warning Requirement. In the event that the warning requirement in
Section 3.2 ceases as set forth therein, warnings may be restarted as set forth in this Section.
Should: (1) a Settling Defendant cease to comply with Section 3.1 and be unable to demonstrate
that its emissions result in air concentrations below the Warning Thresholds pursuant to Section
3.2.1; or (2) in the event that the results of the air monitoring described in to Section 3.3 yield
Styrene levels in excess of the Residential Warning Threshold or Occupational Warning

28 Document Prepared on Recycled Paper Threshold at areas depicted within the Warning Map, the warning requirements of Section 3.2
 shall restart from the date of that Settling Defendant's change in compliance status or completion
 of the procedure set forth in Section 3.3 demonstrating the exceedance of the Warning Threshold
 (the "Restart Date").

3.4.1. Mail or Delivery of Warnings Following a Restart. In the event that
warnings must be restarted in accordance with Section 3.4, the applicable Settling Defendant
shall, within 30 days of the Restart Date, mail or deliver warnings as required under Section 3.2.

3.5. Compliance Reporting and Challenges Thereto. Within 30 days following the
Compliance Date and within 30 days after the status of warnings changes pursuant to Section 3.1
or 3.2.1, the applicable Settling Defendant shall provide CEH with a report detailing its
compliance or lack of compliance with those sections. To the extent Settling Defendant's report
represents a determination that it need not, or no longer needs to provide warnings, CEH may
challenge that determination as set forth in Section 5.

3.6. Armorcast. Armorcast moved from the location referenced in the April 20, 2018
Notice, 13230 Saticoy Street, North Hollywood, California 91605, to a new location during the
pendency of this Action. Therefore, Armorcast is no longer emitting Styrene at 13230 Saticoy
Street, North Hollywood, California 91605 and the above injunctive terms are not binding upon
Armorcast at its new location.

19 **4.** 

## PAYMENTS

4.1. Defendants shall initially pay to CEH the total sum of \$465,000, which shall be
allocated among Defendants and divided between a civil penalty, an Additional Settlement
Payment ("ASP") and as a reimbursement of a portion of CEH's reasonable attorneys' fees and
costs as set forth on Exhibit 5.

4.1.1. The civil penalty portion of each Defendant's payment shall be made
pursuant to California Health & Safety Code § 25249.7(b). The penalties shall 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).

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1 **4.1.2.** With the exception of Custom Fibreglass, the ASP portion of each 2 Defendant's payment shall be made to CEH pursuant to Health & Safety Code § 25249.7(b), and 3 California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's 4 Clean Air Fund and use them to work with allied organizations in the neighborhoods surrounding 5 the emitting facilities to reduce exposure to Styrene and other air pollutants, to support programs 6 and activities that seek to educate the public about Styrene and other air pollutants, and to thereby 7 reduce the public health impacts and risks of exposure to Styrene and other air pollutants in 8 California. CEH shall obtain and maintain adequate records to document that ASPs are spent on 9 these activities and CEH agrees to provide such documentation to the Attorney General within 10 thirty days of any request from the Attorney General. The payment pursuant to this Section shall 11 be made payable to the Center for Environmental Health and associated with taxpayer 12 identification number 94-3251981. The ASP portion of the Custom Fibreglass payment shall be 13 made to EYCEJ pursuant to Health & Safety Code § 25249.7(b), and California Code of 14 Regulations, Title 11, § 3204. EYCEJ intends to use the funds to further its grassroots, 15 community-based work in the Long Beach area working towards a safe and healthy 16 environment for communities that are disproportionately suffering the negative impacts 17 of industrial pollution. EYCEJ seeks to accomplish this goal through grassroots 18 organizing and leadership building skills, by which it works to enable under-represented 19 communities to be heard, which in turn influences policy change, policy makers and 20 agencies that can institute health protective environmental justice policies that are in the 21 best interest of local residents. EYCEJ recognizes and promotes full and authentic 22 community participation in making policies that affect them directly, promoting the 23 implementation of Environmental Justice guidelines for local, state, and federal 24 governments and agencies as well as industry. EYCEJ shall obtain and maintain adequate 25 records to document that ASPs are spent on these activities and EYCEJ agrees to provide such 26 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 East Yard Communities
 for Environmental Justice and associated with taxpayer identification number 46-5685097.

4.1.3. The attorneys' fees and costs reimbursement portion of each Defendant's
payment shall be divided into two checks as set forth on Exhibit 5, one payable to CEH's outside
counsel, Lexington Law Group; and one payable to the Center for Environmental Health.

6 **4.1.4.** The payments required under this Section shall be made as set forth on 7 Exhibit 5 and delivered in accordance with the schedule thereon. To the extent that any payments 8 are made prior to the Effective Date, the payments will be delivered to LLG and held in LLG's 9 attorney trust account until the Consent Judgment is approved by the Court. In the event that the 10 Consent Judgment is not approved by the Court within six months of date that the final payments 11 are made, LLG will, at the option of Settling Defendants, return the payments or maintain them in 12 LLG's attorney trust account pending approval of the Consent Judgment. All checks required 13 under this section shall be delivered to Mark Todzo at Lexington Law Group at the address set 14 forth in Section 8.1.2.

4.1.5. In the event that a Settling Defendant fails to satisfy both of the criteria set
forth in Section 3.1 on or before (1) the end of the 2021 calendar year, and (2) the end of the 2022
calendar year, such Settling Defendant shall be responsible for an additional payment as set forth
in Exhibit 5 and to be allocated as between a civil penalty and ASP as set forth therein.

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## 5. ENFORCEMENT OF CONSENT JUDGMENT

20 5.1. CEH may, by motion or application for an order to show cause before the Superior 21 Court of Los Angeles County, enforce the terms and conditions contained in this Consent 22 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3 23 above, CEH shall meet and confer regarding the basis for CEH's anticipated motion or 24 application in an attempt to resolve it informally, including providing the Settling Defendant that 25 is allegedly in breach a reasonable opportunity of at least thirty (30) days to cure any alleged 26 violation. Should such attempts at informal resolution fail, CEH may file its enforcement motion 27 or application against the Settling Defendant that has allegedly breached this Consent Judgment.

28 Document Prepared on Recycled Paper 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 enforced by the Parties.

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### MODIFICATION OF CONSENT JUDGMENT

5 This Consent Judgment may be modified from time to time or terminated by express 6 written agreement of the Parties, with the approval of the Court, or by an order of this Court upon 7 motion and in accordance with law. The Parties agree that if Proposition 65 or its implementing 8 regulations (including but not limited to the "safe harbor no significant risk level" for Styrene) are 9 changed from their terms as they exist on the Effective Date in a manner that impacts the 10 Warning Thresholds, then Defendant may seek to modify or terminate this Consent Judgment. 11 The Parties recognize that the Warning Thresholds are based on a number of issues, and that a 12 change to the "safe harbor no significant risk level" for Styrene would not necessarily entitle a 13 Party to a modification of the terms of this Consent Judgment's Warning Thresholds 14 corresponding in a linear relationship with such a change. However, should the no significant risk 15 level be adjusted upwards and CEH not provide a linear corresponding change to Warning 16 Thresholds, Defendant may unilaterally terminate the agreement on thirty (30) days notice. Any 17 modification or termination of this Consent Judgment shall not impact Defendant's payment 18 obligations. In the event of any termination of this Consent Judgment, CEH may proceed with a 19 new enforcement action against Defendant.

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### CLAIMS COVERED AND RELEASE

7.1. Provided Defendants individually comply in full with their obligations under
Section 4 hereof, this Consent Judgment is a full, final, and binding resolution between CEH
acting in the public interest and each Defendants and each Defendant's parents, officers,
directors, agents, shareholders, divisions, subdivisions, subsidiaries, affiliated entities, 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

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DOCUMENT PREPARED ON RECYCLED PAPER asserted in the public interest against Defendants and Defendant Releasees, regarding the failure to warn about exposure to Styrene emissions from the Facilities prior to the Compliance Date.

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**7.2.** Provided each Defendant complies in full with its obligations under Section 4 hereof, CEH, for itself, its agents, successors, assigns, releases, waives, and forever discharges any and all claims against each Defendant and Defendant Releasees arising from any violation of Proposition 65 or any other statutory or common law claims that have been or could have been asserted by CEH regarding the failure to warn about exposure to Styrene from the Facilities prior to the Compliance Date.

9 7.3. Provided Custom Fibreglass complies in full with its obligations under Section 4
10 hereof, EYCEJ, for itself, its agents, successors, assigns, releases, waives, and forever discharges
any and all claims against Custom Fibreglass and its Defendant Releasees arising from any
violation of Proposition 65 or any other statutory or common law claims that have been or could
have been asserted by EYCEJ regarding the failure to warn about exposure to Styrene from the
Facilities prior to the Compliance Date.

7.4. Provided each Defendant complies in full with its obligations under Section 4
hereof, Compliance with the terms of this Consent Judgment by each Defendant and the
Defendant Releasees shall constitute compliance with Proposition 65 by each Defendant and
Defendant Releasees with respect to any alleged failure to warn about Styrene emissions from the
Facilities from the Effective Date through the Compliance Date.

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## **PROVISION OF NOTICE**

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

8.1.1. Notices to Defendants. The persons for Defendants to receive notices
pursuant to this Consent Judgment shall be:

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1 2	Willis Wagner Greenberg Traurig, LLP 1201 K Street, Suite 1100 Sacramento, CA 95814 wagnerw@gtlaw.com
3	<b>8.1.2.</b> Notices to Plaintiff. The persons for CEH to receive notices pursuant to
4	this Consent Judgment shall be:
5	
6	Mark Todzo Lexington Law Group
7	503 Divisadero Street San Francisco, CA 94117
8	mtodzo@lexlawgroup.com
9	<b>8.2.</b> Any Party may modify the person and address to whom the notice is to be sent by
10	sending the other Parties notice by first class and electronic mail.
11	9. COURT APPROVAL
12	<b>9.1.</b> This Consent Judgment shall become effective on the Effective Date, provided
13	however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
14	Defendants shall support approval of such Motion.
15	9.2. If this Consent Judgment is not entered by the Court, it shall be of no force or
16	effect and shall not be introduced into evidence or otherwise used in any proceeding for any
17	purpose.
18	10. GOVERNING LAW AND CONSTRUCTION
19	<b>10.1.</b> The terms and obligations arising from this Consent Judgment shall be construed
20	and enforced in accordance with the laws of the State of California.
21	11. ENTIRE AGREEMENT
22	<b>11.1.</b> This Consent Judgment contains the sole and entire agreement and understanding
23	of CEH and Defendants with respect to the entire subject matter hereof, and any and all prior
24	discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
25	merged herein and therein.
26	<b>11.2.</b> There are no warranties, representations, or other agreements between CEH and
27	Defendants except as expressly set forth herein. No representations, oral or otherwise, express of
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DOCUMENT PREPARED ON RECYCLED PAPER 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.

7 **11.4.** No supplementation, modification, waiver, or termination of this Consent
8 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

9 11.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or
10 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
11 such waiver constitute a continuing waiver.

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12.

## **RETENTION OF JURISDICTION**

13 12.1. This Court shall retain jurisdiction of this matter to implement or modify the
14 Consent Judgment.

15

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

16 13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
18 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

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## 14. NO EFFECT ON OTHER SETTLEMENTS

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.

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## **15. EXECUTION IN COUNTERPARTS**

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

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1	IT IS SO STIPULATED:
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2	CENTER FOR ENVIRONMENTAL HEALTH
3	$M - 10 \ell -$
4	Mickeel U
5	Michael Green. Chief Executive Officer
6	
7	EAST YARD COMMUNITIES FOR ENVIRONMENTAL JUSTICE
8	
9	Signature
10	
11	Printed Name
12	
13	Title
14	
15	AMERICH CORPORATION
16	~
17	Signature
18	Printed Name
19	
20	Title
21	
22	ARMORCAST PRODUCTS COMPANY, INC.
23	
24	Signature
25	Printed Name
26	
27	Title
28 Document Prepared	-16-
ON RECYCLED PAPER	CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673

1	IT IS SO STIPULATED:
2	CENTER FOR ENVIRONMENTAL HEALTH
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4	
5	Michael Green. Chief Executive Officer
6	
7	EAST YARD COMMUNITIES FOR ENVIRONMENTAL JUSTICE
8	1
9	Signature
10	Taylor Thomas
11	Printed Name Co-Executive Director
12	Title
13	Inte
14	
15	AMERICH CORPORATION
16	Signature
17	Signature
18	Printed Name
19	
20	Title
21	ARMORCAST PRODUCTS COMPANY, INC.
22	ARMORCAST I RODUCTS COMITANT, INC.
23	Signature
24 25	
25 26	Printed Name
20 27	
27	Title
20 Document Prepared on Recycled Paper	-16-
	CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673

1	IT IS SO STIPULATED:
2	CENTER FOR ENVIRONMENTAL HEALTH
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4	
5	Michael Green. Chief Executive Officer
6	
7	EAST YARD COMMUNITIES FOR ENVIRONMENTAL JUSTICE
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9	Signature
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11	Printed Name
12	Title
13	
14	AMERICH CORPORATION
15 16	Pland
10	Signature
18	Ed Richmond
19	Printed Name
20	PRESIDENT Title
21	
22	ARMORCAST PRODUCTS COMPANY, INC.
23	
24	Signature
25	Printed Name
26	
27	Title
28 Document Prepared	-16-
on Recycled Paper	CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673

1	IT IS SO STIPULATED:
2	CENTER FOR ENVIRONMENTAL HEALTH
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5	Michael Green. Chief Executive Officer
6	
7	EAST YARD COMMUNITIES FOR ENVIRONMENTAL JUSTICE
8	
9	Signature
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11	Printed Name
12	Title
13	The
14	
15	AMERICH CORPORATION
16	Signature
17	Signature
18	Printed Name
19	
20	Title
21	ADMODCAST DDODLICTS COMDANY INC
22	ARMORCAST PRODUCTS COMPANY, INC.
23	Signature
24	Paul Boghossian
25 26	Printed Name
26 27	President
27	Title
20 Document Prepared on Recycled Paper	-16-
	CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673

1	CUSTOM FIBREGLASS MANUFACTURING CO.
2	Isiamu
3	Signature
4	USA A MANOWSKI
	Printed Name
6 7	CFO
	Title
8	XERXES CORPORATION
9	
10 11	Signature
12	Printed Name
12	
13	Title
14	
16	
10	IT IS SO ORDERED:
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19	Dated:, 2020
20	Judge of the Superior Court
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28 Document Prepared	-17-
ON RECYCLED PAPER	CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673

1	
2	CUSTOM FIBREGLASS MANUFACTURING CO.
3	
4	Signature
5	Printed Name
6	
7	Title
8	XERXES CORPORATION
9	1- 1. Ant
10	Signature
11	Turothy L. HUTEN
12	Printed Name
13	Assistant Secretary Title
14	
15	
16	IT IS SO ORDERED:
17	
18	Dated:, 2020
19	Judge of the Superior Court
20	
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23 24	
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DOCUMENT PREPARED ON RECYCLED PAPER	-17-
ľ	CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673

1	<u>EXHIBIT 1</u>			
2	(Americh Warning and Map)			
3	A WARNING			
4				
5	The area near Americh Corporation located at 13212 Saticoy Street,			
6	North Hollywood, California can expose you to styrene from Americh			
7	Corporation's manufacturing facility. Styrene is known to the State of			
8	California to cause cancer.			
9	Visit www.P65Warnings.ca.gov for more information.			
10	Americh Corporation is permitted to operate at this location by nation, state,			
11	and local air emission regulators.			
12	The shaded area of the map below is the area in which			
13	warnings will be provided:			
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20	Americh 9 Corporation			
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DOCUMENT PREPARED ON RECYCLED PAPER	CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673			
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1	EXHIBIT 2				
2	(Custom Fibreglass Warning and Map)				
3	<b>A</b> WARNING				
4	L WARNING				
5	The area near Custom Fibreglass Manufacturing Co. located at 1711				
6	Harbor Avenue, Long Beach, California can expose you to styrene from				
7	Custom Fibreglass' manufacturing facility. Styrene is known to the State of				
8	California to cause cancer.				
9	Visit www.P65Warnings ca gov for more information				
10	Visit www.P65Warnings.ca.gov for more information. Custom Fibreglass Manufacturing Co. is permitted to operate at this location				
11	by nation, state, and local air emission regulators.				
12	The shaded area of the map below is the area in which				
13	warnings will be provided:				
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DOCUMENT PREPARED ON RECYCLED PAPER	CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673				

1	EXHIBIT 3				
2	(Xerxes Warning and Map)				
3	A WARNING				
4	••• WARNING				
5	The area near Xerxes Corporation located at 1210 North Tustin Avenue,				
6	Anaheim, California can expose you to styrene from Xerxes Corporation's				
7	manufacturing facility. Styrene is known to the State of California to cause				
8	cancer.				
9	Visit www.P65Warnings.ca.gov for more information.				
10	Xerxes Corporation is permitted to operate at this location by nation, state,				
11	and local air emission regulators.				
12	The shaded area of the map below is the area in which				
13	warnings will be provided:				
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Proposition 65 Warnings <u>www.P65Warnings.ca.gov</u> Office of Environmental Health Hazard Assessment



## Styrene

## Why am I being warned about potential exposure to styrene?

- Styrene is on the <u>Proposition 65</u> list because it can cause cancer. Exposure to styrene may increase the risk of cancer.
- Proposition 65 requires businesses to determine if they must provide a warning about exposure to listed chemicals.

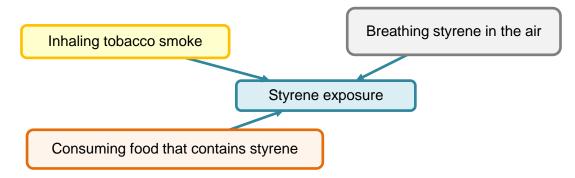
## What is styrene?

Styrene is an industrial chemical used to produce a number of different products, including synthetic rubbers, latex paints and coatings, and polystyrene plastics and resins.

## How does exposure to styrene occur?

- Styrene is released into indoor air from some paints and building materials, such as certain types of insulation, insulated panels, and rubber flooring.
- Styrene is released into indoor air during the operation of some 3D printers that use filaments containing acrylonitrile butadiene styrene (ABS) or high-impact polystyrene (HIPS). It can also be released by some photocopiers and laser printers that use toners containing styrene copolymers.
- Styrene is released into the air from some industrial facilities, including plastics and fiberglass manufacturers, and waste disposal sites.
- Small amounts of styrene can be transferred to some food from polystyrenebased food-contact items, such as drinking cups, plates, and other containers.
- Styrene is found in tobacco smoke.
- During pregnancy, styrene can pass from mother to baby.

## Main ways you can be exposed to styrene:



## How can I reduce my potential exposure to styrene?

- Solution Do not smoke tobacco. Avoid breathing air that contains tobacco smoke.
- Solution Do not allow children to smoke tobacco products or spend time in places where tobacco is being smoked or has been smoked.
- ✓ If possible, limit your consumption of hot foods and beverages from polystyrenebased containers. Do not heat foods or beverages in these containers, which include cups, bowls, and clamshell and other take-out containers. Polystyrene containers may appear as clear or colored plastic or foam, and often carry the recycle code 6.
- Use a well-ventilated area for printing, especially if you are using:
  - > 3D or laser printers that use filaments containing styrene copolymers.
  - Photocopiers with toners containing styrene copolymers.

### For more information:

## **General Fact Sheets and Resources**

- US Department of Health and Human Services (HHS) National Institutes of Health (NIH)
  - Tox Town. Styrene <u>https://toxtown.nlm.nih.gov/chemicals-and-contaminants/styrene</u>
  - National Institute of Environmental Health Sciences (NIEHS)
  - Styrene <u>https://www.niehs.nih.gov/health/topics/agents/styrene/index.cfm</u>
  - Agency for Toxic Substances and Disease Registry (ATSDR)
  - Public Health Statement for Styrene <u>https://www.atsdr.cdc.gov/phs/phs.asp?id=419&tid=74#bookmark01</u>
  - Styrene ToxFAQs<sup>™</sup> <u>https://www.atsdr.cdc.gov/toxfaqs/tfacts53.pdf</u>

## **Scientific Information on Styrene**

- World Health Organization (WHO) International Agency for Research on Cancer (IARC)
  - Styrene (2002)
     http://monographa.ioro.fr/ENC/Monographa/vol82/
    - http://monographs.iarc.fr/ENG/Monographs/vol82/mono82-9.pdf
- US Department of Health and Human Services (HHS) National Toxicology Program (NTP)
  - Styrene, Report on Carcinogens, Fourteenth Edition <u>https://ntp.niehs.nih.gov/ntp/roc/content/profiles/styrene.pdf</u>

## **Proposition 65**

- California Environmental Protection Agency (CalEPA)
   Office of Environmental Health Hazard Assessment (OEHHA)
  - Proposition 65: Background <u>https://www.p65warnings.ca.gov/faq</u>
  - Proposition 65: The Chemical List <u>https://www.p65warnings.ca.gov/chemicals</u>

1	EXHIBIT 5					
2	<b>Defendant's Individual Payment Obligations</b>					
3	Americh:					
4		<u>Total</u>	<b>Due 12/31/20</b>	<u>Due 2/28/21</u>		
5	Total Payment:	\$77,500	\$38,750	\$38,750		
6	Penalty:	\$10,056	\$5,028	\$5,028		
7	ОЕННА	\$7,542	\$3,771	\$3,771		
8	СЕН	\$2,514	\$1,257	\$1,257		
9	ASP:	\$7,525	\$3,762	\$3,763		
10	Attorneys' Fees	\$50.010	¢20.000	¢20.050		
11	and Costs: CEH Portion	\$59,919	\$29,960	\$29,959		
12	LLG Portion	\$10,711 \$49,208	\$5,356 \$24,604	\$5,355 \$24,604		
13	LLG Foltion	\$49,208	\$24,004	\$24,004		
14	Potential Back-End P	Potential Back-End Payment: \$12,000				
15	\$6,000 due February 28, 2022 if the Facility is still operational and has not complied with					
16	both criteria of Section 3.1 in the 2021 calendar year. \$6,000 due February 28, 2023 if the Facility is still operational and has not complied with					
17	both criteria o	f Section 3.1 in th	e 2022 calendar year.	ional and has not complied with		
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## 1 Armorcast:

2		<u>Total</u>	<u>Due 12/31/20</u>	Due 2/28/21
3	Total Payment:	\$77,500	\$38,750	\$38,750
4	Penalty:	\$10,056	\$5,028	\$5,028
5	ОЕННА	\$7,542	\$3,771	\$3,771
6	СЕН	\$2,514	\$1,257	\$1,257
7	ASP:	\$7,525	\$3,763	\$3,762
8	Attorneys' Fees	¢50.010	¢20.050	¢20.060
9	and Costs:	\$59,919	\$29,959	\$29,960
10	CEH Portion	\$10,711	\$5,355	\$5,356
11	LLG Portion	\$49,208	\$24,604	\$24,604
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## Custom Fibreglass:

2		<u>Total</u>	Due 12/31/20	Due 2/28/21	
3	Total Payment:	\$135,000	\$67,500	\$67,500	
4	Penalty:	\$17,518	\$8,759	\$8,759	
5	OEHHA	\$13,138	\$6,569	\$6,569	
6	EYCEJ	\$4,379	\$2,190	\$2,190	
7	ASP (EYCEJ):	\$13,107	\$6,553	\$6,554	
8	Attorneys' Fees and Costs:	\$104,375	\$52,188	\$52,187	
10	CEH Portion	\$18,658	\$9,329	\$9,329	
11	LLG Portion	\$85,717	\$42,859	\$42,858	
12	Potential Back-End Payment: \$37,500				
13	<ul> <li>\$17,500 due February 28, 2022 if the Facility is still operational and has not complied with both criteria of Section 3.1 in the 2021 calendar year.</li> <li>\$20,000 due February 28, 2023 if the Facility is still operational and has not complied with both criteria of Section 3.1 in the 2022 calendar year.</li> </ul>				
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CONSENT JUDGMENT RE: ALL DEFENDANTS – CASE NO. BC 19STCV00673					

#### 1 Xerxes:

2		<u>Total</u>	Due 12/31/20	<u>Due 2/28/21</u>	
3	Total Payment:	\$175,000	\$87,500	\$87,500	
4	Penalty:	\$22,708	\$11,354	\$11,354	
5	OEHHA	\$17,031	\$8,516	\$8,515	
6	CEH	\$5,677	\$2,838	\$2,839	
7	ASP:	\$16,991	\$8,496	\$8,495	
8	Attorneys' Fees and Costs:	\$135,301	\$67,650	\$67,651	
10	CEH Portion	\$24,186	\$12,093	\$12,093	
10	LLG Portion	\$111,115	\$55,557	\$55,558	
12					
13	Potential Back-End Payment: \$37,500				
14	<ul> <li>\$17,500 due February 28, 2022 if the Facility is still operational and has not complied with both criteria of Section 3.1 in the 2021 calendar year.</li> <li>\$20,000 due February 28, 2023 if the Facility is still operational and has not complied</li> </ul>				
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16	with both criteria of Section 3.1 in the 2022 calendar year.				
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