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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] 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.

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,  
28

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 Plaintiff the  
23 total sum of \$2,500,000, which shall be allocated as follows:

24 **5.1.1.** \$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. The  
2 Community Fund will not be used to conduct soil remediation. CEH, with input from community  
3 members, will use the funds from the Community Fund to implement measures designed to  
4 identify, mitigate, and reduce exposures to lead and arsenic at residences located within 0.25  
5 miles of the facility. Plaintiff shall obtain and maintain adequate records to document that ASP is  
6 spent on these activities and Plaintiff agrees to provide such documentation to the Attorney  
7 General within thirty days of any request from the Attorney General.

8           **5.1.2.** Within nine months following the Effective Date and prior to expending  
9 funds from the Community Fund, CEH will submit the details of its planned uses of the Fund to  
10 the Court for its approval.

11           **5.1.3.** The Community Fund will not be used in any way to interfere in any way  
12 with the facility's ongoing operations through, for example, litigation, picketing, lobbying,  
13 seeking to influence regulators or government officials, or otherwise pressuring Quemetco to stop  
14 conducting or to change the way it conducts business.

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

## 20       **6.       ENFORCEMENT OF CONSENT JUDGMENT**

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

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

## 13 **7. MODIFICATION OF CONSENT JUDGMENT**

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

## 16 **8. CLAIMS COVERED AND RELEASE**

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

26 **8.2. Plaintiff's Release on Behalf of Itself.** Plaintiff also agrees to the broadest  
27 possible release and waiver of claims available under California Law. Plaintiff, on behalf of itself  
28

1 only, hereby waives any and all rights and benefits which it now has, or in the future may have,  
2 conferred upon it with respect to claims arising from any violation of Proposition 65 or any other  
3 statutory or common law regarding the emissions from the Quemetco Site. Plaintiff  
4 acknowledges that it is familiar with the provisions of section 1542 of the California Civil Code,  
5 which provides as follows:

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

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

16 **8.3.** Compliance with the terms of this Consent Judgment resolves any issue, now and  
17 in the future, concerning compliance by Quemetco or its affiliates, parent or subsidiary  
18 corporations, divisions, successors, officers, directors, or assigns with the requirements of  
19 Proposition 65 with respect to any emissions from the Quemetco Site that occurred up to and  
20 including the Effective Date. Quemetco shall not be liable for, and the Consent Judgment shall  
21 extinguish and preclude, any Proposition 65 claims related to past or future exposures to lead and  
22 arsenic from the air, soil, water, or any other manner alleged to have resulted, in whole or in part,  
23 from any emissions from the facility that occurred before the judgment date.

## 24 **9. PROVISION OF NOTICE**

25 **9.1.** When any Party is entitled to receive any notice under this Consent Judgment, the  
26 notice shall be sent by first class and electronic mail as follows:



1                   **9.1.1. Notices to Settling Defendants.** The addresses for Settling Defendants to  
2                   receive notices pursuant to this Consent Judgment shall be:

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

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

7                   **9.1.2. Notices to Plaintiff.** The persons for Plaintiff to receive notices pursuant to  
8                   this Consent Judgment shall be:

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

14                  **9.2.** Any Party may modify the person and address to whom the notice is to be sent by  
15                  sending the other Parties notice by first class and electronic mail.

## 16                  **10. COMPLIANCE WITH REPORTING REQUIREMENTS AND COURT APPROVAL**

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

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

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

1           **10.4.** If this Consent Judgment is not entered by the Court, it shall be of no force or  
2 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
3 purpose.

4           **11. NON-PUBLIC INFORMATION**

5           **11.1.** The Parties, including their principals and agents, agree that they will not disclose  
6 any non-public information learned through the course of their investigation of the claims at issue  
7 in this case or the litigation of those claims to any non-party.

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

12           **12. GOVERNING LAW AND CONSTRUCTION**

13           **12.1.** The terms and obligations arising from this Consent Judgment shall be construed  
14 and enforced in accordance with the laws of the State of California.

15           **13. ENTIRE AGREEMENT**

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

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

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

1           **13.4.** No supplementation, modification, waiver, or termination of this Consent  
2 Judgment shall be binding unless executed in writing by the Parties to be bound thereby.

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

6           **14. RETENTION OF JURISDICTION**

7           **14.1.** This Court shall retain jurisdiction of this matter to implement or modify the  
8 Consent Judgment.

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

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

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

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

17           **17. EXECUTION IN COUNTERPARTS**

18           **17.1.** The stipulations to this Consent Judgment may be executed in counterparts and by  
19 means of facsimile, which taken together shall be deemed to constitute one document.

20  
21 **IT IS SO STIPULATED:**

22 **CENTER FOR ENVIRONMENTAL HEALTH**

23  
24 

25 \_\_\_\_\_  
26 Regina Jackson  
27 Interim Chief Executive Officer

Dated: March 31, 2023

**QUEMETCO, INC.**

DocuSigned by:

*Craig Clark*

599A377BEA08434...

Signature

Dated: 27-Mar-23

Craig Clark

Printed Name

Director and President

Title

**QUEMETCO WEST, LLC**

DocuSigned by:

*Craig Clark*

599A377BEA08434...

Signature

Dated: 27-Mar-23

Craig Clark

Printed Name

Director and President

Title

**RSR CORPORATION**

DocuSigned by:

*Bob Finn*

E13085DA6B2A4F6...

Signature

Dated: 27-Mar-23

Bob Finn

Printed Name

VP Environmental Compliance

Title

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_, 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 7<sup>th</sup> 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](http://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

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3268879

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

Annual Emissions: 0.000

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39001020

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

Annual Emissions: 0.000

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67562394

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

Annual Emissions: 0.000

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70648269

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

Annual Emissions: 0.000

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57117449

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

Annual Emissions: 0.000

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57117416

1,2,3,7,8-Pentachlorodibenzofuran

Annual Emissions: 0.000

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95636

1,2,4TRIMEBENZE

Annual Emissions: 10.913

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78875

1,2-Dichloropropane {Propylene dichloride}

Annual Emissions: 28.86

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106990

1,3-Butadiene

Annual Emissions: 3.508

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542756

1,3-Dichloropropene

Annual Emissions: 0.000

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123911

1,4-Dioxane

Annual Emissions: 0.002

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60851345

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

Annual Emissions: 0.000

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57117314

2,3,4,7,8-Pentachlorodibenzofuran

Annual Emissions: 0.000

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1746016

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

Annual Emissions: 0.000

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51207319

2,3,7,8-Tetrachlorodibenzofuran

Annual Emissions: 0.000

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91576

2-Methyl naphthalene [PAH, POM]

Annual Emissions: 9.87

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83329

ACENAPHTHENE

Annual Emissions: 0.109

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208968

ACENAPHTHYLENE

Annual Emissions: 0.141

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120127

ANTHRACENE

Annual Emissions: 0.005

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75070

Acetaldehyde

Annual Emissions: 596.574

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107028

Acrolein

Annual Emissions: 0.128

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7664417

Ammonia

Annual Emissions: 908.432

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7440382

Arsenic

Annual Emissions: 2.054

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71432

Benzene

Annual Emissions: 119.202

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7440417

Beryllium

Annual Emissions: 0.055

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7440439

Cadmium

Annual Emissions: 1.166

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56235

Carbon tetrachloride

Annual Emissions: 0.000

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76131

Chlorinated fluorocarbon 113

Annual Emissions: 43.248

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7782505

Chlorine

Annual Emissions: 0.047

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67663

Chloroform

Annual Emissions: 0.000

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18540299

Chromium (VI)

Annual Emissions: 0.085

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218019

Chrysene

Annual Emissions: 0.086

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7440508

Copper

Annual Emissions: 18.869

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9901

Diesel engine exhaust, particulate matter

Annual Emissions: 3.049

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112345

Diethylene glycol monobutyl ether

Annual Emissions: 4.575

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34590948

Dipropylene glycol monomethyl ether

Annual Emissions: 0.21

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100414

ETHYL BENZENE

Annual Emissions: 73.962

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106934

Ethylene dibromide

Annual Emissions: 69.164

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107062

Ethylene dichloride

Annual Emissions: 0.000

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111762

Ethylene glycol monobutyl ether

Annual Emissions: 8.299

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206440

FLUORANTHENE

Annual Emissions: 0.517

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86737

**FLUORENE**

Annual Emissions: 0.504

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50000

**Formaldehyde**

Annual Emissions: 626.856

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110543

**HEXANE**

Annual Emissions: 12.487

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7647010

**Hydrochloric acid**

Annual Emissions: 0.016

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7783064

**Hydrogen sulfide**

Annual Emissions: 631.971

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7439921

**Lead (inorganic)**

Annual Emissions: 5.444

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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

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100425

Styrene

Annual Emissions: 104.587

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108883

Toluene

Annual Emissions: 94.506

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75694

Trichlorofluoromethane {Freon 11}

Annual Emissions: 28.86

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75014

Vinyl chloride

Annual Emissions: 23.116

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1330207

## Xylenes

Annual Emissions: 185.082

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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

**Selenium**Annual Emissions: **3.561**

108883

**Toluene**Annual Emissions: **102.232**

1330207

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

75694

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

95476

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

75014

**Vinyl chloride**Annual 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.