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11 CENTER FOR ENVIRONMENTAL HEALTH

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 CENTER FOR ENVIRONMENTAL HEALTH,
15 a non-profit corporation,

16 Plaintiff,

17 v.

18 BOWMAN PLATING COMPANY, INC.,
19 COAST PLATING, INC., VALENCE
20 SURFACE TECHNOLOGIES LLC, MOOG
21 SPECIALIZED SYSTEMS, INC., PRECISION
22 CASTPARTS CORP., and DOES 1 through 20,
23 inclusive,

24 Defendants.

Case No. 23STCV24545

**[PROPOSED] CONSENT JUDGMENT RE:
COAST PLATING, INC. AND VALENCE
SURFACE TECHNOLOGIES, INC.**

Complaint Filed: October 9, 2023
Trial Date: None set
Department: Spring Street, Dept. 6
Judge: Hon. Elihu M. Berle

25 **1. INTRODUCTION**

26 **1.1.** This Consent Judgment is entered into by Plaintiff Center for Environmental
27 Health, a non-profit corporation (“CEH”), and Defendants Coast Plating, Inc. (“Coast”) and
28 Valence Surface Technologies (together “Settling Defendants”) to settle claims asserted by CEH
against Settling Defendants as set forth in the operative Complaint in the matter *Center for
Environmental Health v. Bowman Plating Company, et al.*, Los Angeles Superior Court Case No.

1 23STCV24545 (the “Action”). CEH and Settling Defendant are referred to collectively as the
2 “Parties.”

3 **1.2.** Valence Surface Technologies LLC is the parent corporation of Coast Plating, Inc.
4 Coast Plating, Inc. is a corporation that employed ten (10) or more persons and operated the
5 Facility.

6 **1.3.** On October 11, 2019, the California State Water Resources Control Board
7 (SWRCB) issued a letter to chrome plating facilities, including Settling Defendants, to submit
8 site-specific chrome plating work plans to determine the presence of per- and polyfluoroalkyl
9 Substances (PFAS) at California facilities.

10 **1.4.** On June 1, 2021, Settling Defendants submitted the PFAS Report and work plan to
11 the SWRCB in accordance with Order WQ 2019-0045-DWQ.

12 **1.5.** The PFAS Report indicated that the incoming public water, groundwater,
13 wastewater, and stormwater contained levels of PFAS, without attributing such levels to any
14 source.

15 **1.6.** On June 30, 2023, CEH served a 60-Day Notice of Violation (the “Notice”)
16 relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California
17 Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”) on Settling Defendants, the California
18 Attorney General, the District Attorney for the County of Los Angeles and City Attorney for the
19 City of Los Angeles. The Notice alleges violations of Proposition 65 with respect to releases and
20 discharges of certain PFAS chemicals, Perfluorooctanoic Acid (PFOA) and Perfluorooctane
21 Sulfonate (PFOS) allegedly emanating from Settling Defendants’ facility located 417 W 164th
22 Street, Carson, CA 90248 (the “Facility”) into sources of drinking water, violations which
23 Settling Defendants deny.

24 **1.7.** On October 9, 2023, CEH filed the Action naming Settling Defendants as
25 defendants therein. As in the Notice, CEH’s complaint alleges that through their operation of the
26 Facility, Settling Defendants discharge and release PFAS into the groundwater and other sources
27 of drinking water. These allegations rest, in part, on CEH’s contention that the Facility has been
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1 significantly contaminated with PFAS by Settling Defendants' use of PFAS-containing chemicals
2 and that the exterior portions of the Facility and soil surrounding it are also contaminated. CEH
3 contends that this contamination results in significant amounts of PFAS in the stormwater
4 emanating from the Facility and in the soil that led to contamination of the groundwater as
5 evidenced by significant amounts of PFAS measured in the groundwater. Settling Defendants
6 deny all material allegations in CEH's complaint.

7 **1.8.** Settling Defendants have engaged in remediation of the Facility and have done so
8 in accordance with the supervision of the Los Angeles Regional Water Quality Control Board.

9 **1.9.** As part of these remediation efforts, Settling Defendants conducted on-site power
10 washing of all exterior surfaces at the Facility. Settling Defendants also voluntarily removed
11 process lines as part of these remediation efforts.

12 **1.10.** In February 2024, Capitol Environmental removed and transported 140 yards of
13 potentially contaminated soil and concrete taken from beneath the former anodizing line to an
14 appropriate hazardous waste disposal facility for treatment and disposal. Following completion
15 of ongoing chromium remediation activities, Settling Defendants intend to backfill the resulting
16 void with clean soil and replace the concrete. Additionally, Settling Defendants have capped the
17 Facility's wastewater discharge point and forfeited the permit to the regulator. As of the date of
18 this Settlement, Settling Defendants have incurred costs investigating, characterizing, and
19 remediating potential environmental issues at the Facility.

20 **1.11.** On December 21, 2023, Settling Defendants collected additional stormwater
21 samples at three locations to test for PFAS. The results of this sampling and testing indicated that
22 the PFAS concentrations in the stormwater significantly decreased since Coast Plating, Inc.
23 ceased operations.

24 **1.12.** Settling Defendants are continuing to comply with ongoing regulatory oversight of
25 the Facility.

26 **1.13.** For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
27 Court has jurisdiction over the allegations of violations contained in the Notice and Complaint

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1 and personal jurisdiction over Settling Defendants as to the acts alleged in the Complaint; (ii)
2 venue is proper in the County of Los Angeles; and (iii) this Court has jurisdiction to enter this
3 Consent Judgment as a full and final resolution of all claims which were or could have been
4 raised in the Complaint based on the facts alleged in the Notice and Complaint with respect to
5 discharges and/or releases of PFAS from the Facility.

6 **1.14.** The Parties enter into this Consent Judgment as a full and final settlement of all
7 claims which were or could have been raised in the Complaint arising out of the facts or conduct
8 related to Settling Defendants alleged therein. By execution of this Consent Judgment and
9 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or
10 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an
11 admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendants
12 deny the material, factual, and legal allegations in the Notice and Complaint and expressly deny
13 any wrongdoing whatsoever. Except as specifically provided herein, nothing in this Consent
14 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any of the
15 Parties may have in this or any other pending or future legal proceedings. This Consent Judgment
16 is the product of negotiation and compromise and is accepted by the Parties solely for purposes of
17 settling, compromising, and resolving issues disputed in this Action.

18 **2. DEFINITIONS**

19 **2.1.** “Facility” means the facility located at 417 W 164th Street, Carson, CA 90248.

20 **2.2.** “Effective Date” means the date on which the Court enters this Consent Judgment.

21 **2.3.** “PFAS Report” means the Report for Evaluation of the Presence of Per- and
22 Polyfluoroalkyl Substances (PFAS) prepared by Braun Intertec Corporation for Coast Plating,
23 Inc., submitted to the Los Angeles Regional Water Quality Control Board on June 1, 2021.

24 **3. INJUNCTIVE RELIEF**

25 **3.1. Cessation of All Chrome Plating Activities Utilizing PFAS at the Facility.**

26 Settling Defendants ceased all anodizing activities at the Facility in December 2021 and hereby
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1 agree that Settling Defendants will not resume anodizing activities utilizing any PFAS or other
2 chemicals that could degrade into PFAS at the Facility at any time in the future.

3 **3.1.1.** Settling Defendants have removed their chromic acid anodizing process
4 tanks from the Facility and had the tanks decontaminated and recycled.

5 **3.1.2.** Within (90) days following the Effective Date, Settling Defendants shall
6 also file a Notice of Termination of their General Industrial Permit under the National Pollution
7 Discharge Elimination System (“NPDES”) with the Los Angeles Water Resources Control Board.

8 **3.2. Cooperation with Regulators.** The Parties acknowledge ongoing regulatory
9 oversight of the Facility by California Water Resources Control Board (“Water Board”). Settling
10 Defendants intend to comply with the Board’s request for soil sampling required pursuant to the
11 letter from the Water Board dated December 21, 2023 related to State Water Resources Control
12 Board Order WQ 2019-0045-DWQ.

13 **4. PAYMENTS**

14 **4.1.** Settling Defendant shall pay to CEH the total sum of \$80,000, which shall be paid
15 in two \$40,000 installments. The first installment shall be paid within 30-days of the Effective
16 date and the second within 90-days of the Effective Date. Both payments shall be paid in four
17 separate checks and allocated as follows:

18 **4.1.1.** \$5,300 as a civil penalty pursuant to California Health & Safety Code §
19 25249.7(b), such money to be apportioned by CEH in accordance with California Health &
20 Safety Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of
21 Environmental Health Hazard Assessment). The payment pursuant to this Section shall be made
22 payable to the Center for Environmental Health and associated with taxpayer identification
23 number 94-3251981.

24 **4.1.2.** \$3,950 as an Additional Settlement Payment (“ASP”) in lieu of civil
25 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
26 Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s PFAS Fund and use
27 them to support CEH programs and activities that seek to educate the public about PFAS and
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1 other toxic chemical contamination, to work with allied organizations to reduce discharges and
2 releases of PFAS and other toxic chemicals. CEH shall obtain and maintain adequate records to
3 document that ASPs are spent on these activities and CEH agrees to provide such documentation
4 to the Attorney General within thirty days of any request from the Attorney General. The
5 payment pursuant to this Section shall be made payable to the Center for Environmental Health
6 and associated with taxpayer identification number 94-3251981.

7 **4.1.3.** \$30,750 as a reimbursement of a portion of CEH's reasonable attorneys'
8 fees and costs. This amount shall be divided into two checks: (1) a check for \$25,500 shall be
9 made payable to Lexington Law Group; and (2) a check for \$5,250 shall be made payable to the
10 Center for Environmental Health.

11 **4.1.4.** All checks shall be delivered to Mark Todzo at Lexington Law Group at
12 the address set forth in Section 8.1.2.

13 **5. ENFORCEMENT OF CONSENT JUDGMENT**

14 **5.1.** CEH may, by motion or application for an order to show cause before the Superior
15 Court of Los Angeles County, enforce the terms and conditions contained in this Consent
16 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3
17 above, CEH shall meet and confer regarding the basis for CEH's anticipated motion or
18 application in an attempt to resolve it informally, including providing Settling Defendants a
19 reasonable opportunity of at least thirty (30) days to cure any alleged violation. Should such
20 attempts at informal resolution fail, CEH may file its enforcement motion or application. The
21 prevailing party on any motion to enforce this Consent Judgment shall be entitled to its
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1 reasonable attorney's fees and costs incurred as a result of such motion or application.

2 **6. MODIFICATION OF CONSENT JUDGMENT**

3 **6.1.** This Consent Judgment may only be modified by written agreement of CEH and
4 Settling Defendants, or upon motion of CEH or Settling Defendants as provided by law.

5 **7. CLAIMS COVERED AND RELEASE**

6 **7.1. CEH Release in the Public Interest.** Provided Settling Defendants comply in
7 full with their obligations under Section 4 hereof, this Consent Judgment is a full, final, and
8 binding resolution between CEH acting in the public interest and Settling Defendants and Settling
9 Defendants' parents, officers, directors, agents, shareholders, divisions, subdivisions, subsidiaries,
10 affiliated entities, and their respective successors and assigns ("Defendant Releasees"), of all
11 claims alleged in the Complaint in this Action arising from any violation of Proposition 65 that
12 have been or could have been asserted in the public interest against Settling Defendants and
13 Defendant Releasees, regarding the discharge and/or release of PFAS from the Facility into
14 sources of drinking water or onto land where such PFAS is likely to pass into sources of drinking
15 water prior to the Effective Date.

16 **7.2. CEH Release on Behalf of Itself.** Provided Settling Defendants comply in full
17 with their obligations under Section 4 hereof, CEH, for itself, releases, waives, and forever
18 discharges any and all claims alleged in the Complaint against Settling Defendants and Defendant
19 Releasees arising from any violation of Proposition 65 that have been or could have been asserted
20 regarding the failure to warn about the discharge and/or release of PFAS from the Facility prior to
21 the Effective Date.

22 **7.3.** Provided Settling Defendants comply in full with the obligations under Section 4
23 hereof, Compliance with the terms of this Consent Judgment by Settling Defendants and the
24 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendants and
25 Defendant Releasees with respect to any alleged discharge and/or release of PFAS from the
26 Facility into sources of drinking water or onto land where such PFAS is likely to pass into
27 sources of drinking water.

1 **8. PROVISION OF NOTICE**

2 **8.1.** When any Party is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by first class and electronic mail as follows:

4 **8.1.1. Notices to Settling Defendants.** The persons for Settling Defendants to
5 receive notices pursuant to this Consent Judgment shall be:

6 J. Michael Showalter
7 ArentFox Schiff LLP
8 233 South Wacker Drive, Ste. 7100
9 Chicago, IL 60606
10 j.michael.showalter@afslaw.com

11 **8.1.2. Notices to Plaintiff.** The persons for CEH to receive notices pursuant to
12 this Consent Judgment shall be:

13 Mark Todzo
14 Lexington Law Group
15 503 Divisadero Street
16 San Francisco, CA 94117
17 mtodzo@lexlawgroup.com

18 **8.2.** Any Party may modify the person and address to whom the notice is to be sent by
19 sending the other Parties notice by first class and electronic mail.

20 **9. COURT APPROVAL**

21 **9.1.** This Consent Judgment shall become effective on the Effective Date, provided
22 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
23 Settling Defendant shall support approval of such Motion.

24 **9.2.** If this Consent Judgment is not entered by the Court, it shall be of no force or
25 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
26 purpose.

27 **10. GOVERNING LAW AND CONSTRUCTION**

28 **10.1.** The terms and obligations arising from this Consent Judgment shall be construed
and enforced in accordance with the laws of the State of California.

1 **11. ENTIRE AGREEMENT**

2 **11.1.** This Consent Judgment contains the sole and entire agreement and understanding
3 of CEH and Settling Defendant with respect to the entire subject matter hereof, and any and all
4 prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
5 merged herein and therein.

6 **11.2.** There are no warranties, representations, or other agreements between CEH and
7 Settling Defendant except as expressly set forth herein. No representations, oral or otherwise,
8 express or implied, other than those specifically referred to in this Consent Judgment have been
9 made by any Party hereto.

10 **11.3.** No other agreements not specifically contained or referenced herein, oral or
11 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
12 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
13 any of the Parties hereto only to the extent that they are expressly incorporated herein.

14 **11.4.** No supplementation, modification, waiver, or termination of this Consent
15 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

16 **11.5.** No waiver of any of the provisions of this Consent Judgment shall be deemed or
17 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
18 such waiver constitute a continuing waiver.

19 **12. RETENTION OF JURISDICTION**

20 **12.1.** This Court shall retain jurisdiction of this matter to implement or modify the
21 Consent Judgment.

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

23 **13.1.** Each signatory to this Consent Judgment certifies that he or she is fully authorized
24 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
25 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.

15. EXECUTION IN COUNTERPARTS

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

IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Kizzy Charles-Guzman
Chief Executive Officer

Date: 05-08-2024

COAST PLATING, INC.



Signature

Date: 4/29/2024

Andrew Brandenburg

Printed Name

Vice President of Operations

Title

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VALENCE SURFACE TECHNOLOGIES LLC

Andrew Brandenburg

Date: 4/29/2024

Signature

Andrew Brandenburg

Printed Name

Vice President of Operations

Title

IT IS SO ORDERED:

Dated: _____, 2024

Judge of the Superior Court