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10 Attorneys for Plaintiff  
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., *et al.*

19 Defendants.

Case No. 23STCV24545

**[PROPOSED] CONSENT JUDGMENT AS  
TO DEFENDANT MOOG INC.**

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

20 **1. INTRODUCTION**

21 **1.1.** This Consent Judgment is entered into by Plaintiff Center for Environmental  
22 Health, a non-profit corporation (“CEH”), and Defendant Moog Inc. (“Settling Defendant”) to  
23 settle claims asserted by CEH against Settling Defendant as set forth in the operative Complaint  
24 in the matter *Center for Environmental Health v. Bowman Plating Company, et al.*, Los Angeles  
25 Superior Court Case No. 23STCV24545 (the “Action”). CEH and Settling Defendant are referred  
26 to collectively as the “Parties.”

27 **1.2.** Moog Inc. is a corporation that employed ten (10) or more persons and operated  
28 the Facility.

1           **1.3.**    On October 11, 2019, the California State Water Resources Control Board  
2 (SWRCB) issued a letter to hundreds of facilities that conducted chrome plating activities,  
3 including Settling Defendant, to submit site-specific work plans to determine the presence of per-  
4 and polyfluoroalkyl Substances (PFAS) at California facilities.

5           **1.4.**    On July 15, 2021, Settling Defendant submitted the Per and Polyfluoroalkyl  
6 Substance Investigation Report to the SWRCB in accordance with Order WQ 2019-0045-DWQ.

7           **1.5.**    The PFAS Report indicated that, in certain areas, the soil, wastewater, stormwater,  
8 and groundwater contained levels of PFAS, without attributing such levels to any source.

9           **1.6.**    On November 30, 2023, CEH served a 60-Day Notice of Violation (the “Notice”)  
10 relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California  
11 Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”) on Settling Defendant, the California  
12 Attorney General, the District Attorney for the County of Los Angeles and City Attorney for the  
13 City of Los Angeles. The Notice alleges that there were or had been releases and discharges of  
14 certain Proposition 65-listed PFAS chemicals allegedly emanating from Settling Defendant’s  
15 facility located 20263 S Western Avenue, Torrance, CA 90501 (the “Facility”) into sources of  
16 drinking water, and that such alleged releases and discharges constituted violations of Proposition  
17 65. Settling Defendant denies these allegations, including that it has violated Proposition 65.

18           **1.7.**    On October 9, 2023, CEH filed the Action. On January 22, 2024, CEH filed the  
19 First Amended Complaint naming Settling Defendant as a defendant in the Action. As in the  
20 Notice, CEH’s complaint alleges that through its operation of the Facility, Settling Defendant  
21 discharges and releases Proposition 65-listed PFAS into the groundwater and other sources of  
22 drinking water. These allegations rest, in part, on CEH’s contention that the Facility has been  
23 significantly contaminated with PFAS by Settling Defendant’s use of Proposition 65-listed  
24 PFAS-containing chemicals such that the exterior portions of the Facility and soil surrounding it  
25 are also contaminated. CEH contends that as a result of this contamination, significant amounts  
26 of Proposition 65-listed PFAS are present in the stormwater emanating from the Facility, which in  
27 turn contaminates the soil and leaches into the groundwater. CEH contends that this process is

1 evidenced by significant amounts of Proposition 65-listed PFAS measured in the stormwater, soil  
2 and groundwater at the Facility. Settling Defendant denies all material allegations in CEH’s  
3 complaint.

4 **1.8.** For purposes of this Consent Judgment only, the Parties stipulate that: (i) this  
5 Court has jurisdiction over the allegations of violations contained in the Notice and Complaint  
6 and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii)  
7 venue is proper in the County of Los Angeles; and (iii) this Court has jurisdiction to enter this  
8 Consent Judgment as a full and final resolution of all claims which were or could have been  
9 raised in the Complaint based on the facts alleged in the Notice and Complaint with respect to  
10 discharges and/or releases of PFAS from the Facility.

11 **1.9.** The Parties enter into this Consent Judgment as a full and final settlement of all  
12 claims which were or could have been raised in the Complaint arising out of the facts or conduct  
13 related to Settling Defendant alleged therein. By execution of this Consent Judgment and  
14 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or  
15 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an  
16 admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendant  
17 denies the material, factual, and legal allegations in the Notice and Complaint and expressly  
18 denies any wrongdoing whatsoever. Except as specifically provided herein, nothing in this  
19 Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any  
20 of the Parties may have in this or any other pending or future legal proceedings. This Consent  
21 Judgment is the product of negotiation and compromise and is accepted by the Parties solely for  
22 purposes of settling, compromising, and resolving issues disputed in this Action. Nothing in this  
23 Consent Judgment prevents any local, state, or federal regulatory agency from exercising  
24 jurisdiction over the facility.

25 **2. DEFINITIONS**

26 **2.1.** “Facility” means the facility located at 20263 S Western Ave, Torrance, CA  
27 90501.

1           **2.2.**   “Effective Date” means the date on which the Court enters this Consent Judgment.

2           **2.3.**   “PFAS Report” means the Per and Polyfluoroalkyl Substance Investigation  
3 Report prepared by GHD for Moog Aircraft Group, submitted to the Los Angeles Regional Water  
4 Quality Control Board on July 15, 2021.

5           **3.       INJUNCTIVE RELIEF**

6           **3.1.    Power Washing or Soft Washing Facility.** Settling Defendant will conduct the  
7 following power washing or soft washing for three years. The three-year period begins at the  
8 earlier of (a) the Effective Date or (b) the date on or after October 10, 2024, on which Settling  
9 Defendant conducts such washing. The phrase “per year” means a consecutive twelve-month  
10 period. All power washing or soft washing shall be conducted by an outside vendor who  
11 specializes in industrial cleaning. The vendor shall contain the fluid from the washing and  
12 Settling Defendant shall dispose of such runoff and dispose of it in accordance with all statutory  
13 and/or regulatory guidelines. Settling Defendant shall maintain records of the activities required  
14 under this Section and make those records available to CEH upon 30-days written request.

15           **3.1.1.    Washing of Roof of Wet Process Area.** Two times per year, Settling  
16 Defendant shall conduct power washing or soft washing of the roof of the wet process area of the  
17 Facility. *See* Figure 1.

18           **3.1.2.    Washing of the Exterior Sides of the Wet Process Area.** One time per  
19 year, Settling Defendant will power wash or soft wash the exterior sides of the building in the  
20 area known as the “wet process area” of the Facility, which encompasses the northwest corner of  
21 the Facility. *See* Figure 1.

22           **3.1.3.    Washing of Concrete Swale.** One time per year, Settling Defendant will  
23 conduct power washing or soft washing of the concrete swale located on the west side of the  
24 Facility between the southern end of the wet process area and the southern end of the steam  
25 booth, west of the Former Honeywell Site B Groundwater Monitoring Well PGW-03. *See*  
26 Figure 1.

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1           **3.2. Soil Remediation.** Settling Defendant will conduct shallow soil remediation at  
2 the soil sampling point marked as SB-01. This location was selected because the PFAS Report  
3 found elevated concentrations of PFAS in the soil at a depth of one foot. Settling Defendant will  
4 excavate soil to a depth of 3 feet and properly dispose of any contaminated soil in accordance  
5 with any regulatory soil remediation requirements.

6           **3.3. Confirmatory Testing.** The injunctive measures set forth in sections 3.1 and 3.2  
7 are designed to reduce the levels of Proposition 65-listed PFAS-containing chemicals that may be  
8 released or discharged from the Facility. In order to determine the effectiveness of these  
9 measures, Settling Defendant shall conduct testing of the wastewater and stormwater as outlined  
10 in this section.

11           **3.3.1. Wastewater Testing.** Within 12 months following the Effective Date,  
12 Settling Defendant shall collect an effluent sample from wastewater location WW-1 (as shown on  
13 Figure 1) and have that sample tested for Proposition 65-listed PFAS-containing chemicals. The  
14 sampling and testing shall be conducted in conformance with the sampling and testing  
15 methodology set forth in the PFAS Report.

16           **3.3.2. Stormwater Testing.** Within 60-days following the completion of the  
17 initial round of power or soft washing of the Facility described above, Settling Defendant shall  
18 conduct sampling and testing of the stormwater from sampling locations SW-3, SW-4 and SW-6  
19 as set forth in the PFAS Report. Settling Defendant shall then have those samples tested for  
20 Proposition 65-listed PFAS-containing chemicals. The sampling and testing shall be conducted  
21 in conformance with the sampling and testing methodology set forth in the PFAS Report.

22           **3.3.3. Results of the Testing.** Within 15 days of receipt of the results of the  
23 testing described in this section, Settling Defendant shall provide copies of such results to CEH.  
24 In the event that the results of such testing show that the level of Proposition 65-listed PFAS-  
25 containing chemicals has decreased from the levels set forth in the PFAS Report, no further  
26 action will be required pursuant to this section. Unless the results of such testing show that the  
27 level of Proposition 65-listed PFAS-containing chemicals have decreased from the levels set forth

1 in the PFAS Report, the Parties will meet and confer regarding what additional steps, if any,  
2 should be taken to reduce the levels of Proposition 65-listed PFAS-containing chemicals  
3 emanating from the Facility. If the Parties are unable to reach an agreement regarding the  
4 additional steps after 60 days following the initiation of any meet and confer, CEH may file a  
5 motion to impose additional requirements by following the procedures set forth in Section 5.1.

6 **3.4. PFAS Spills and Leaks at the Facility.** The PFAS Report identified a number of  
7 actual and potential spills and leaks of PFAS-containing substance(s) at the Facility. Settling  
8 Defendant asserts that all such known spills and leaks were cleaned up at the time of their  
9 occurrence. If any spills or leaks of substance(s) that, according to the Safety Data Sheets,  
10 contain PFAS occur at the Facility after the Effective Date, Settling Defendant shall follow the  
11 applicable National Response Center requirements to clean up the spill or leak.

12 **3.5. Cooperation with Regulators.** The Parties acknowledge ongoing regulatory  
13 oversight of the Facility by California Water Resources Control Board (“Water Board”). Settling  
14 Defendant shall comply with any ongoing regulatory oversight from the Water Board at the  
15 Facility, subject to its right to dispute, contest, or challenge any directives or orders.

16 **3.6. Prohibition of the Use of PFAS-Containing Fume Suppressants.** Within 90  
17 days following the Effective Date, Settling Defendant shall cease using fume suppressants that  
18 contain any PFAS chemicals as reflected in the manufacturer’s Safety Data Sheets.

19 **4. PAYMENTS**

20 **4.1.** Settling Defendant shall pay to CEH the total sum of \$150,000 which shall be paid  
21 in five separate checks and allocated as follows:

22 **4.1.1.** \$20,160 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).  
23 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §  
24 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental Health  
25 Hazard Assessment). Accordingly, the OEHHA portion of the civil penalty payment for \$15,120  
26 shall be made payable to OEHHA and associated with taxpayer identification number 68-  
27 0284486. This payment shall be delivered as follows:

1 For United States Postal Service Delivery:  
2 Attn: Mike Gyurics  
3 Fiscal Operations Branch Chief  
4 Office of Environmental Health Hazard Assessment  
5 P.O. Box 4010, MS #19B  
6 Sacramento, CA 95812-4010

7 For Non-United States Postal Service Delivery:

8 Attn: Mike Gyurics  
9 Fiscal Operations Branch Chief  
10 Office of Environmental Health Hazard Assessment  
11 1001 I Street, MS #19B  
12 Sacramento, CA 95814

13 The CEH portion of the civil penalty payment for \$5,040 shall be made payable to the  
14 Center for Environmental Health and associated with taxpayer identification number 94-3251981.  
15 This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San  
16 Francisco, CA 94117.

17 **4.1.2.** \$15,120 as an Additional Settlement Payment (“ASP”) in lieu of civil  
18 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
19 Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s PFAS Fund and use  
20 them to support CEH programs and activities that seek to educate the public about PFAS and  
21 other toxic chemical contamination, to work with allied organizations to reduce discharges and  
22 releases of PFAS and other toxic chemicals. CEH shall obtain and maintain adequate records to  
23 document that ASPs are spent on these activities and CEH agrees to provide such documentation  
24 to the Attorney General within thirty days of any request from the Attorney General. The  
25 payment pursuant to this Section shall be made payable to the Center for Environmental Health  
26 and associated with taxpayer identification number 94-3251981.

27 **4.1.3.** \$114,720 as a reimbursement of a portion of CEH’s reasonable attorneys’  
28 fees and costs. This amount shall be divided into two checks: (1) a check for \$97,000 shall be  
made payable to Lexington Law Group, LLP; and (2) a check for \$17,720 shall be made payable  
to the Center for Environmental Health.

1           **4.1.4.**       All checks as set forth in Sections 4.1.2 and 4.1.3 shall be delivered to  
2 Mark Todzo at Lexington Law Group, LLP at the address set forth in Section 8.1.2.

3           **5. ENFORCEMENT OF CONSENT JUDGMENT**

4           **5.1.**       CEH may, by motion or application for an order to show cause before the Superior  
5 Court of Los Angeles County, enforce the terms and conditions contained in this Consent  
6 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3  
7 above, CEH shall meet and confer regarding the basis for CEH’s anticipated motion or  
8 application in an attempt to resolve it informally, including providing Settling Defendant a  
9 reasonable opportunity of at least thirty (30) days to cure any alleged violation. Should such  
10 attempts at informal resolution fail, CEH may file its enforcement motion or application. Should  
11 CEH prevail on any motion, application for an order to show cause, or other proceeding to  
12 enforce a violation of this Consent Judgment, CEH shall be entitled to its reasonable attorneys’  
13 fees and costs incurred as a result of such motion or application. Should a Settling Defendant  
14 prevail on any motion, application for an order to show cause, or other proceeding, that Settling  
15 Defendant may be awarded its reasonable attorneys’ fees and costs against Plaintiff as a result of  
16 such motion or application upon a finding by the Court that CEH’s prosecution of the motion or  
17 application lacked substantial justification. This Consent Judgment may only be enforced by the  
18 Parties.

19           **6. MODIFICATION OF CONSENT JUDGMENT**

20           **6.1.**       This Consent Judgment may only be modified by written agreement of CEH and  
21 Settling Defendant, or upon motion of CEH or Settling Defendant as provided by law.

22           **7. CLAIMS COVERED AND RELEASE**

23           **7.1. CEH Release in the Public Interest.** Provided Settling Defendant or a Defendant  
24 Releasee complies in full with Settling Defendant’s obligations under Section 4 hereof, this  
25 Consent Judgment is a full, final, and binding resolution between CEH acting in the public  
26 interest and Settling Defendant and Settling Defendant’s parents, officers, directors, agents,  
27 shareholders, divisions, subdivisions, subsidiaries, affiliated entities, and their respective  
28



1 successors and assigns (“Defendant Releasees”), of all claims alleged in the Complaint in this  
2 Action arising from any violation of Proposition 65 that have been or could have been asserted in  
3 the public interest against Settling Defendant and Defendant Releasees, regarding the discharge  
4 and/or release of PFAS from the Facility into sources of drinking water or onto land where such  
5 PFAS is likely to pass into sources of drinking water prior to the Effective Date.

6 **7.2. CEH Release on Behalf of Itself.** Provided Settling Defendant or a Defendant  
7 Releasee complies in full with Settling Defendant’s obligations under Section 4 hereof, CEH, for  
8 itself, releases, waives, and forever discharges any and all known and unknown claims against  
9 Settling Defendant and Defendant Releasees arising from any violations of Proposition 65 that  
10 have been or could have been asserted regarding any failure to warn or discharge and/or release  
11 of PFAS from the Facility prior to the Effective Date based upon the facts alleged in the Notice.  
12 With respect to the foregoing waivers and releases in this paragraph, CEH hereby specifically  
13 waives any and all rights and benefits which it now has, or in the future may have, conferred by  
14 virtue of the provisions of Section 1542 of the California Civil Code, which provides as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR  
16 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR  
17 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
18 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
19 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

20 **7.3.** The obligations of Settling Defendant may be performed by Settling Defendant or  
21 a Defendant Releasee. Provided Settling Defendant or a Defendant Releasee complies in full  
22 with Settling Defendant’s obligations under Section 4 hereof, Compliance with the terms of this  
23 Consent Judgment by Settling Defendant and the Defendant Releasees shall constitute  
24 compliance with Proposition 65 by Settling Defendant and Defendant Releasees with respect to  
25 any alleged discharge and/or release of PFAS from the Facility into sources of drinking water or  
26 onto land where such PFAS is likely to pass into sources of drinking water.

## 27 **8. PROVISION OF NOTICE**

28 **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:

1                   **8.1.1. Notices to Settling Defendant.** The persons for Settling Defendant to  
2 receive notices pursuant to this Consent Judgment shall be:

3                   Dawn Salvatore  
4                   Site General Manager  
5                   Moog Inc.  
6                   20263 S. Western Avenue  
7                   Torrance, CA 90501  
8                   dsalvatore@moog.com

9                   With copies to:

10                  Jennifer Schamberger  
11                  Corporate Attorney  
12                  Moog Inc.  
13                  400 Jamison Road  
14                  Elma, NY 14059  
15                  jschamberger@moog.com

16                  Jeffrey Parker  
17                  Sheppard Mullin  
18                  350 South Grand Avenue, 40th Floor  
19                  Los Angeles, CA 90071-3460  
20                  JParker@sheppardmullin.com

21                   **8.1.2. Notices to Plaintiff.** The persons for CEH to receive notices pursuant to  
22 this Consent Judgment shall be:

23                   Mark Todzo  
24                   Lexington Law Group, LLP  
25                   503 Divisadero Street  
26                   San Francisco, CA 94117  
27                   mtodzo@lexlawgroup.com

28                   **8.2.** Any Party may modify the person and address to whom the notice is to be sent by  
29 sending the other Parties notice by first class and electronic mail.

## 30 **9. COURT APPROVAL**

31                   **9.1.** This Consent Judgment shall become effective on the Effective Date, provided  
32 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and  
33 Settling Defendant shall support approval of such Motion.

34                   **9.2.** If this Consent Judgment is not entered by the Court, it shall be of no force or  
35 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
36 purpose.

1 **10. GOVERNING LAW AND CONSTRUCTION**

2 **10.1.** The terms and obligations arising from this Consent Judgment shall be construed  
3 and enforced in accordance with the laws of the State of California.

4 **11. ENTIRE AGREEMENT**

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

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

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

17 **11.4.** No supplementation, modification, waiver, or termination of this Consent  
18 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

19 **11.5.** No waiver of any of the provisions of this Consent Judgment shall be deemed or  
20 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall  
21 such waiver constitute a continuing waiver.

22 **12. RETENTION OF JURISDICTION**

23 **12.1.** This Court shall retain jurisdiction of this matter to implement or modify the  
24 Consent Judgment.

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

2 **13.1.** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
3 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
4 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

5 **14. NO EFFECT ON OTHER SETTLEMENTS**


6 **14.1.** Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
7 against another entity on terms that are different from those contained in this Consent Judgment.

8 **15. EXECUTION IN COUNTERPARTS**

9 **15.1.** The stipulations to this Consent Judgment may be executed in counterparts and by  
10 means of facsimile, which taken together shall be deemed to constitute one document.

11 **IT IS SO STIPULATED:**

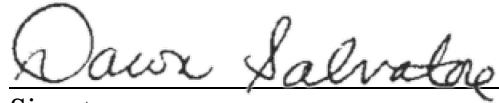
12 **CENTER FOR ENVIRONMENTAL HEALTH**

13   
14 \_\_\_\_\_

Date: February 24, 2025

15 Kizzy Charles-Guzman  
16 Chief Executive Officer

17  
18 **MOOG INC.**

19   
20 \_\_\_\_\_

Date: 2/19/2025

21 Signature

22 Dawn Salvatore  
23 Printed Name

24 Site General Manager  
25 Title

26 **IT IS SO ORDERED:**

27 Dated: \_\_\_\_\_, 2024  
28 \_\_\_\_\_  
Judge of the Superior Court