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 7 Department of Toxic Substances Control

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 9 IN THE UNITED STATES DISTRICT COURT
 10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

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 12 STATE OF CALIFORNIA
 DEPARTMENT OF TOXIC
 13 SUBSTANCES CONTROL,
 14 Plaintiff,
 15 v.
 16 ALPHA THERAPEUTIC
 CORPORATION; AOC, LLC;
 17 CAMBRO MANUFACTURING
 COMPANY; CATALINA YACHTS,
 18 INC.; GLASTEEL OF TENNESSEE
 INC.; GRUBER SYSTEMS, INC.;
 19 HARRINGTON INDUSTRIAL
 PLASTICS, LLC; HYDRO SYSTEMS,
 20 INC.; JBI LLC; PARK
 INTERNATIONAL CORPORATION;
 21 RESINART CORPORATION;
 SEMTECH CORPORATION;
 22 SILVESTRI STUDIO, INC.; TE
 CONNECTIVITY CORPORATION;
 23 THREE BOND INTERNATIONAL,
 INC., UNITRODE CORPORATION;
 24 and WATKINS MANUFACTURING
 CORPORATION
 25
 26
 27 Defendants.
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CASE NO. CV-17-785-R-RAO

CONSENT DECREE BETWEEN
DTSC AND GLASTEEL OF
TENNESSEE INC.; SEMTECH
CORPORATION; and UNITRODE
CORPORATION

1 **I. INTRODUCTION**

2 1. Concurrently with the lodging of this Consent Decree, Plaintiff, the State
3 of California Department of Toxic Substances Control (“DTSC”), is filing the
4 complaint (“Complaint”) in this matter pursuant to the Comprehensive
5 Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-
6 9675 (“CERCLA”). In the Complaint, DTSC seeks to recover under CERCLA
7 section 107(a), 42 U.S.C. § 9607(a), costs it incurred responding to releases and/or
8 threatened releases of hazardous substances at or from the former Davis Chemical
9 Company located at 1550 North Bonnie Beach Place, Los Angeles, California,
10 identified by Los Angeles County Assessor’s Parcel Number 5224-026-005 (the
11 “Site”).

12 2. In the Complaint, DTSC alleges, in relevant part, the following:

13 a. The Site is located in the City of Los Angeles.

14 b. From approximately 1953 to 1990, Davis Chemical Company
15 operated a solvent recycling facility at the Site, which recycled acetone and
16 to a lesser extent chlorinated solvents.

17 c. Each of the Settling Defendants, which are the entities
18 identified in Exhibit A to this Consent Decree, sent hazardous substances to
19 be recycled at the Site by the Davis Chemical Company.

20 d. In 1997, Davis Chemical Company conducted a site
21 investigation that identified the presence of 1,1,2-trichloroethane (“TCE”),
22 perchloroethene (“PCE”), and 1,1,2,2-tetrachloroethane in the soil at the Site.

23 e. On December 18, 2002, DTSC issued an Imminent and
24 Substantial Endangerment Determination and Remedial Action Order (the
25 “2002 Consent Order”), which included findings that hazardous substances
26 had been released and were present in the soil at the Site in sufficient
27 concentrations to pose a substantial danger to public health and the
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1 environment and further that there was a potential threat of groundwater
2 contamination from those releases. The 2002 Consent Order directed the
3 respondents thereto to prepare a Remedial Investigation and Feasibility Study
4 and a Remedial Action Plan (the “RAP”) for the Site. Settling Defendant
5 Semtech was a respondent in the 2002 Consent Order.

6 f. In 2009, DTSC determined that the work required by the 2002
7 Consent Order was complete.

8 g. In 2009, DTSC issued an Imminent and Substantial
9 Endangerment Determination and Remedial Action Order (the “2009 RAO”)
10 requiring certain responsible parties to implement the RAP, including
11 excavation and treatment of contaminated soils, and installation of the soil
12 vapor extraction system. The respondents did not comply with the 2009
13 RAO. In November, 2009, DTSC issued a Final Determination of
14 Noncompliance with the RAO.

15 h. Between 2010 and 2015, DTSC implemented the RAP
16 prepared by the respondents to the 2002 Consent Order.

17 3. DTSC took response actions necessary to remove and remedy the
18 hazardous substances released and/or threatened to be released at and from the Site.
19 DTSC’s response actions included, but were not limited to, the following activities:
20 additional investigations of contamination at the Site; implementation of the RAP;
21 enforcement/cost recovery activities; public participation; and compliance with the
22 California Environmental Quality Act. DTSC’s response actions were not
23 inconsistent with the National Contingency Plan, 40 C.F.R. Part 300.

24 4. As of April 2016, DTSC’s unreimbursed Response Costs related to the
25 Site are approximately \$2.1 million.

26 5. DTSC and Settling Defendants (collectively, the “Parties”) agree, and
27 this Court, by entering this Consent Decree, finds, that this Consent Decree has
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1 been negotiated by the Parties in good faith, settlement of this matter will avoid
2 expensive, prolonged and complicated litigation between the Parties, and this
3 Consent Decree is fair, reasonable, in the public interest and consistent with the
4 purpose of CERCLA.

5 **THEREFORE**, the Court, with the consent of the Parties to this
6 Consent Decree, hereby **ORDERS, ADJUDGES, AND DECREES**, as follows:

7 **II. JURISDICTION**

8 6. The Court has subject matter jurisdiction over the matters alleged in this
9 action pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1367(a) and CERCLA, section
10 113(b), 42 U.S.C. § 9613(b), and personal jurisdiction over each of the Parties.
11 Venue is appropriate in this district pursuant to 28 U.S.C. § 1391(b) and CERCLA
12 section 113(b), 42 U.S.C. § 9613(b). Solely for the purposes of this Consent
13 Decree and the underlying Complaint, Settling Defendants waive all objections and
14 defenses that Settling Defendants may have to the jurisdiction of the Court or to
15 venue in this district. Settling Defendants shall not challenge the terms of this
16 Consent Decree or this Court’s jurisdiction to enter and enforce this Consent
17 Decree.

18 7. The Court shall retain jurisdiction over this matter for the purpose of
19 interpreting and enforcing the terms of this Consent Decree if necessary.

20 **III. SETTLEMENT OF DISPUTED CLAIMS**

21 8. Subject to the reservations of rights in Section VII, this Consent Decree
22 resolves all of DTSC’s claims against Settling Defendants in the above-captioned
23 action. DTSC agrees to resolve Settling Defendants’ liability in this action in
24 exchange for consideration from Settling Defendants, including payment by
25 Settling Defendants to reimburse a portion of DTSC’s Response Costs incurred at
26 or in connection with releases and/or threatened releases of hazardous substances at
27 and/or from the Site.
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1 9. Nothing in this Consent Decree shall be construed as an admission by
2 Settling Defendants of any issue of law or fact or of any violation of law. Except as
3 otherwise provided by this Consent Decree, this Consent Decree shall not prejudice,
4 waive or impair any right, remedy or defense that Settling Defendants may have in
5 any other or further legal proceeding.

6 10. Settling Defendants consent to, and shall not challenge entry of this
7 Consent Decree or this Court’s jurisdiction to enter and enforce this Consent
8 Decree.

9 11. Upon approval and entry of this Consent Decree by the Court, this
10 Consent Decree shall constitute a final judgment between and among the Parties.

11 **IV. DEFINITIONS**

12 12. Unless otherwise expressly provided herein, terms used in this Consent
13 Decree that are defined in CERCLA or in regulations promulgated under CERCLA
14 shall have the meaning assigned to them therein. Whenever terms listed below are
15 used in this Consent Decree, the definitions below shall apply.

16 13. “Day” shall mean shall mean a calendar day. In computing any period of
17 time under this Consent Decree, where the last day would fall on a Saturday,
18 Sunday, or federal or State holiday, the period shall run until the close of business
19 of the next Day.

20 14. “DTSC” shall mean the State of California Department of Toxic
21 Substances Control and its predecessors and successors. DTSC is a public agency
22 of the State of California organized and existing under and pursuant to California
23 Health and Safety Code §§ 58000-18. Under California law, DTSC is the state
24 agency responsible for determining whether there has been a release and/or
25 threatened release of hazardous substances into the environment, and for
26 determining the actions to be taken in response thereto.

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1 15. "Effective Date" shall mean the date the Court enters an Order approving
2 this Consent Decree.

3 16. "Parties" shall mean DTSC and Settling Defendants.

4 17. "Related Persons" shall mean those individuals and entities identified in
5 Exhibit A to this Consent Decree as either corporate affiliates of a named Settling
6 Defendant or individuals related to a named Settling Defendant.

7 18. "Response Costs" shall mean all costs of "removal", "remedial action",
8 or "response" (as those terms are defined by section 101 of CERCLA, 42 U.S.C.
9 § 9601), related to the release and/or threatened release of hazardous substances at,
10 beneath, and/or from the Site, including in the soils and groundwater.

11 19. "Settling Defendants" shall mean the entities identified as such in
12 Exhibit A to this Consent Decree.

13 20. "Site" shall mean the property located at 1550 North Bonnie Beach
14 Place, Los Angeles, California, in the County of Los Angeles, California, identified
15 by Los Angeles County Assessor's Parcel Number 5224-026-005. For purposes of
16 this Consent Decree, the Site includes anywhere that hazardous substances released
17 at the Site have come to be located.

18 **V. SETTLING DEFENDANTS' OBLIGATIONS**

19 21. Settling Defendants or their designee shall pay DTSC \$250,000 within
20 thirty (30) Days of the Effective Date.

21 22. The payment specified in Paragraph 21 shall be made by certified or
22 cashier's check(s) made payable to Cashier, California Department of Toxic
23 Substances Control, and shall bear on its face both the docket number of this
24 proceeding and the phrase "Site Code 300432." On request, DTSC will provide
25 instructions for payment by electronic funds transfer.

26 The payment shall be sent to:

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1 Cashier
2 Accounting Office, MS-21A
3 Department of Toxic Substances Control
4 1001 I Street
5 P.O. Box 806
6 Sacramento, CA 95812-0806

7 A copy of the check shall be mailed to:

8 Robert Sullivan, Attorney
9 California Department of Toxic Substances Control
10 Office of Legal Counsel, MS-23A
11 1001 I Street
12 P.O. Box 806
13 Sacramento, CA 95812-0806

14 Or e-mailed to Robert.Sullivan@dtsc.ca.gov in .pdf or .jpg format.

15 23. This Consent Decree is conditioned upon full execution of the Settling
16 Defendants obligations in Paragraphs 21 through 22. If these conditions are not
17 met, then this Consent Decree, including the covenant not to sue in Section VI,
18 shall be voidable at the discretion of DTSC, and DTSC may proceed to litigate the
19 Complaint against Settling Defendants.

20 **VI. COVENANT NOT TO SUE BY DTSC**

21 24. Except as expressly provided in Section VII (DTSC's Reservation of
22 Rights) of this Consent Decree, DTSC covenants not to sue Settling Defendants or
23 Related Persons pursuant to CERCLA, the California Hazardous Substances
24 Account Act, Cal. Health & Safety Code sections 25300-25395.3 to: (a) recover
25 DTSC's Response Costs related to the Site, including Response Costs associated
26 with groundwater remediation relating to any hazardous substances released at the
27 Site; or (b) require Settling Defendants or Related Persons to conduct response
28 actions, including removal or remedial actions, related to the release and/or
threatened release of hazardous substances at or from the Site, including the soil
and groundwater. This Covenant Not to Sue is conditioned upon the complete and
satisfactory performance by Settling Defendants of all their obligations under this
Consent Decree.

1 **VII. DTSC’S RESERVATION OF RIGHTS**

2 25. Claims Regarding Other Matters. DTSC reserves, and this Consent
3 Decree is without prejudice to, all rights against Settling Defendants and Related
4 Persons with respect to all matters not expressly included within DTSC’s Covenant
5 Not to Sue (Section VI).

6 26. Reservation of Claims. DTSC reserves, and this Consent Decree is
7 without prejudice to, all rights against Settling Defendants with respect to the
8 following matters:

- 9 a. Failure of Settling Defendants to meet the requirements of this
10 Consent Decree;
 - 11 b. Damage to natural resources, as defined in CERCLA section
12 101(6), 42 U.S.C. § 9601(6), including all costs incurred by any natural
13 resources trustees;
 - 14 c. Liability resulting from Settling Defendants’ introduction of
15 any hazardous substance, pollutant, or contaminant to the Site after the
16 Effective Date;
 - 17 d. Liability resulting from overt acts by Settling Defendants after
18 the Effective Date that cause the exacerbation of the hazardous substance
19 conditions existing at or from the Site;
 - 20 e. Liability based on the ownership or operation of the Site by
21 Settling Defendants when such ownership or operation commences after the
22 Effective Date;
 - 23 f. Claims based on liability arising from the past, present, or
24 future disposal of hazardous substances at sites or locations other than the
25 Site; and
 - 26 g. Claims based on criminal liability.
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1 27. Government Authority. Except as expressly provided in the Consent
2 Decree, nothing in the Consent Decree is intended nor shall it be construed to
3 preclude DTSC from exercising its authority under any law, statute or regulation.
4 Furthermore, nothing in the Consent Decree is intended, nor shall it be construed, to
5 preclude any other state agency, department, board or entity or any federal entity
6 from exercising its authority under any law, statute or regulation.

7 28. Claims Against Other Persons. DTSC reserves, and this Consent Decree
8 is without prejudice to, all rights, claims, and causes of action DTSC may have
9 against any person other than Settling Defendants and Related Persons. Nothing in
10 this Consent Decree is intended to be nor shall it be construed as a release, covenant
11 not to sue, or compromise of any claim or cause of action, which DTSC may have
12 against any person or other entity that is not a Settling Defendant or a Related
13 Person.

14 29. Unknown Conditions/New Information. Notwithstanding any other
15 provision in the Consent Decree, DTSC reserves, and this Consent Decree is
16 without prejudice to, the right to institute proceedings in this action or in a new
17 action, and/or to issue an administrative order seeking to compel Settling
18 Defendants to perform response activities at the Site and/or to pay DTSC for
19 additional Response Costs, if:

20 (a) conditions previously unknown to DTSC, for which Settling Defendants
21 are liable under any statute or law, are discovered at the Site after the entry of the
22 Consent Decree, and these conditions indicate that a hazardous substance has been
23 or is being released at the Site or there is a threat of such release into the
24 environment and that the response performed at the Site is not protective of human
25 health and the environment (“Unknown Conditions”), or

26 (b) DTSC receives information after the entry of the Consent Decree that was
27 not available to DTSC at the time the Consent Decree was entered, concerning
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1 matters for which Settling Defendants are liable, and that information results in a
2 determination that the response performed at the Site is not protective of human
3 health and the environment (“New Information”).

4 (c) For the purpose of this Consent Decree, no contamination identified in the
5 RAP or indicated by any of the testing, data or other information regarding the Site
6 submitted to or possessed by DTSC as of December 19, 2016 shall be considered
7 an Unknown Condition or New Information.

8 **VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

9 30. Settling Defendants covenant not to sue, and agree not to assert any
10 claims or causes of action against DTSC or any DTSC contractors or employees
11 that arise out of the transaction or occurrence that is the subject matter of the
12 Complaint, or for any injuries, losses, costs, or damages caused or incurred as a
13 result of the performance of the requirements of this Consent Decree or the DTSC’s
14 response actions at the Site.

15 31. This Section VIII (Covenant Not to Sue by Settling Defendants) does not
16 pertain to any matters other than those specifically addressed in this Consent
17 Decree, applies only to DTSC and does not extend to any other department, agency,
18 board or body of the State of California. The Settling Defendants reserve, and this
19 Consent Decree is without prejudice to, all rights against DTSC with respect to all
20 other matters not expressly included within the scope of this Consent Decree.

21 32. In any legal proceedings that DTSC may initiate against Settling
22 Defendants for non-compliance with this Consent Decree, Settling Defendants may
23 raise any and all defenses that Settling Defendants deem to be relevant to the issue
24 of whether or not they have complied with the terms of this Consent Decree.

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1 **IX. EFFECT OF SETTLEMENT AND CONTRIBUTION PROTECTION**

2 33. With regard to claims for contribution against Settling Defendants for
3 “Matters Addressed” in this Consent Decree, the Parties agree, and the Court finds
4 as follows:

5 a. This Consent Decree constitutes a judicially approved
6 settlement within the meaning of CERCLA section 113(f)(2), 42 U.S.C.
7 § 9613(f)(2).

8 b. This Consent Decree requires that Settling Defendants pay
9 certain costs with respect to their alleged liability at the Site.

10 c. Settling Defendants and Related Persons are entitled to the
11 contribution protection provided by CERCLA section 113(f)(2), 42 U.S.C.
12 § 9613(f)(2), and by state statutory and common law for the “Matters
13 Addressed” in this Consent Decree, except for actions and claims identified
14 in Section VII (DTSC’s Reservation of Rights).

15 34. “Matters Addressed”. The “Matters Addressed” in this Consent Decree
16 are all response actions taken or to be taken and all Response Costs incurred or to
17 be incurred at or in connection with the Site by DTSC.

18 35. The protection provided for in this Section IX is conditioned upon
19 compliance by Settling Defendants with their obligations under Paragraphs 21
20 through 22 of this Consent Decree.

21 36. Nothing in this Consent Decree limits or impairs the right of DTSC to
22 pursue any person other than a Settling Defendant or a Related Person for
23 unrecovered Response Costs incurred by DTSC.

24 37. The Court shall retain jurisdiction over this matter for the purpose of
25 interpreting and enforcing the terms of this Consent Decree if necessary.

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1 **X. NOTIFICATION**

2 38. Notification to or communication among the Parties as required or
3 provided for in this Consent Decree shall be addressed as follows:
4

5 For DTSC:

6 Safouh Sayed, Project Manager
7 Cypress Cleanup Program
8 California Department of Toxic Substances Control
 Corporate Avenue
 Cypress, CA 91311-6505

9 Robert Sullivan
10 California Department of Toxic Substances Control
11 Office of Legal Counsel, MS-23A
 P.O. Box 806
 Sacramento, CA 95812-0806

12 For Glasteel of Tennessee Inc.:

13 Nicholas W. van Aelstyn
14 Beveridge & Diamond, P.C.
15 456 Montgomery St Suite 1800,
 San Francisco, CA 94104
 NvanAelstyn@bdlaw.com

16 For Semtech Corporation:

17 Rick R. Rothman
18 Morgan, Lewis & Bockius LLP,
19 300 South Grand Avenue, Suite 2200
 Los Angeles, CA 90071-3132
 rick.rothman@morganlewis.com

20 For Unitrode Corporation:

21 Jonathan Weisberg
22 Senior Counsel
23 13588 N. Central Expressway, MS 3999
 Dallas, Texas 75243
 JWeisberg@TI.com

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25 **XI. GENERAL PROVISIONS**

26 39. Parties Bound. This Consent Decree shall apply to, be binding upon, and
27 inure to the benefit of the Parties and their representatives, successors, heirs,
28 legatees, and assigns.

1 40. No Rights in Other Parties. Except as provided in Paragraph 39
2 regarding parties bound, nothing in this Consent Decree shall be construed to create
3 any rights in, or grant any cause of action to, any person not a Party to this Consent
4 Decree or a Related Person.

5 41. No Waiver of Enforcement. The failure of DTSC to enforce any
6 provision of this Consent Decree shall in no way be deemed a waiver of such
7 provision or in any way affect the validity of this Consent Decree. The failure of
8 DTSC to enforce any such provision shall not preclude it from later enforcing the
9 same or any other provision of this Consent Decree.

10 42. Attorneys' Fees. Except as expressly provided in this Consent Decree,
11 the Parties will not seek to recover attorneys' fees and/or litigation costs against
12 each other.

13 43. Final Agreement. This Consent Decree constitutes the final, complete
14 and exclusive agreement and understanding between the Parties with respect to the
15 settlement embodied in this Consent Decree.

16 44. Modifications. This Consent Decree may be modified only upon written
17 approval of the Parties and with the consent of the Court.

18 45. Signatories. Each signatory to this Consent Decree certifies that he or
19 she is fully authorized by the Party he or she represents to enter into the terms and
20 conditions of this Consent Decree, to execute it on behalf of the Party represented,
21 and to legally bind that Party to all the terms and conditions of this Consent Decree.

22 46. Counterparts. This Consent Decree may be executed in two or more
23 counterparts, each of which shall be deemed an original, but all of which together
24 shall constitute one and the same instrument.

25 47. Agent. Settling Defendants have appointed and authorized the agents
26 identified in Paragraph 38 to this Consent Decree to receive notices with respect to
27 all matters arising under or relating to this Consent Decree.
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XII. ENTRY OF THE CONSENT DECREE

48. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) calendar days. The Consent Decree also is subject to a public comment period of not less than thirty (30) calendar days. DTSC may modify or withdraw its consent to this Consent Decree if comments received during the public comment period disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

49. If, for any reason, the Court declines to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

50. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between DTSC and Settling Defendants.

The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: August 10, 2017



United States District Judge

Party Signatures on pages to follow

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APPROVED AS TO FORM AND CONTENT:

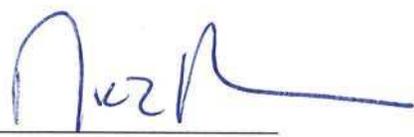
Dated: January 27, 2017

/s/ James Potter
James Potter
Deputy Attorney General
Attorney for DTSC

Dated:

Nicholas W. van Aelstyn
Attorney for Settling Defendant Glasteel
of Tennessee Inc.

Dated: January 30, 2017


Rick R. Rothman
Attorney for Settling Defendant
Semtech Corporation

Dated:

Jonathan Weisberg
Attorney for Settling Defendant
Unitrode Corporation

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APPROVED AS TO FORM AND CONTENT:

Dated:

James Potter
Deputy Attorney General
Attorney for DTSC

Dated:

Nicholas W. van Aelstyn
Attorney for Settling Defendant Glasteel
of Tennessee Inc.

Dated:

Rick R. Rothman
Attorney for Settling Defendant
Semtech Corporation

Dated:


Jonathan Weisberg
Attorney for Settling Defendant
Unitrode Corporation

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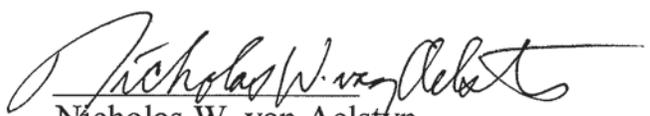
APPROVED AS TO FORM AND CONTENT:

Dated:

James Potter
Deputy Attorney General
Attorney for DTSC

Dated:

1/26/2017



Nicholas W. van Aelstyn
Attorney for Settling Defendant Glasteel
of Tennessee Inc.

Dated:

Rick R. Rothman
Attorney for Settling Defendant
Semtech Corporation

Dated:

Jonathan Weisberg
Attorney for Settling Defendant
Unitrode Corporation

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CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND
TOXIC SUBSTANCES CONTROL

DATE: January 27, 2017

By: 
SIGNATURE

John E. Scandura
NAME (printed or typed)

Branch Chief
TITLE (printed or typed)

1 GLASTEEL OF TENNESSEE INC.
2

3
4 DATE: 1/26/17
5

By: 
SIGNATURE

6 Matthew M. Watkins
7 NAME (printed or typed)
8

9 Executive Vice President
10 TITLE (printed or typed)
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12
13
14 Agent Authorized to Accept Service on Behalf of Above-signed Party:

15 Name: Nicholas W. van Aelstyn

16 Title: Attorney for Glasteel of TN

17 Company: Beveridge & Diamond, P.C.

18 Address: 456 Montgomery St, Suite 1800

19 SAN Francisco, CA 94104

20
21 Phone: (415) 262-4008

22 email: NVanAelstyn@bdllaw.com
23
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1 SEMTECH CORPORATION
2

3
4 DATE: JANUARY 30, 2017

By: 
SIGNATURE

6
7 Charles B. Ammann
NAME (printed or typed)

8
9 EVP, General Counsel and Secretary
TITLE (printed or typed)
10
11
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14 **Agent Authorized to Accept Service on Behalf of Above-signed Party:**

15 **Name:** Rick R. Rothman

16 **Title:** Partner

17 **Company:** Morgan Lewis & Bockius LLP

18 **Address:** 300 S. Grand Avenue, 22nd Floor

19 Los Angeles, CA 90071

20 **Phone:** (213) 612-2500

21 **email:** rick.rothman@morganlewis.com
22
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1 UNITRODE CORPORATION

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DATE: 1/27/17

By: Reginald Joseph
SIGNATURE

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6

Reginald Joseph
Reginald Joseph

7

8

President
President

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14 Agent Authorized to Accept Service on Behalf of Above-signed Party:

15

16 Name: Cynthia Hoff Trochu
17 Title: General Counsel
18 Company: Texas Instruments Incorporated
19 Address: 12500 TI Boulevard
Dallas, Texas 75243

20

21 With Copy to: Jonathan Weisberg
22 Senior Counsel
13588 N. Central Expressway, MS 3999
23 Dallas, Texas 75243
24 214-479-1269
25 jweisberg@ti.com

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EXHIBIT A

Settling Defendants and Related Persons

1. Settling Defendant Glasteel of Tennessee Inc., including all of its directors, officers, predecessors, successors and assigns
2. Settling Defendant Semtech Corporation, including all of its directors, officers, predecessors, successors and assigns, and its corporate affiliates American Semiconductor Corporation and American Semiconductor, Inc.
3. Settling Defendant Unitrode Corporation, including all of its directors, officers, predecessors, successors and assigns, and its corporate affiliate Texas Instruments Incorporated