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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LOS ANGELES WATERKEEPER, a
California non-profit association,

Plaintiff,

v.

OWENS CORNING,

Defendant.

Case No. 2:24-cv-00880-JLS-E

CONSENT DECREE

**CORRECTED TO ATTACH
EXHIBIT A**

1 **CONSENT DECREE**

2 **WHEREAS**, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or
3 “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the
4 laws of the State of California, with its main office in Los Angeles, California;

5 **WHEREAS**, LA Waterkeeper is dedicated to the preservation, protection and
6 defense of the surface, ground, coastal and ocean waters of Los Angeles County from
7 all sources of pollution and degradation;

8 **WHEREAS**, Defendant OWENS CORNING (“Defendant”) owns and
9 operates a facility a 1501 North Tamarind Avenue, in Compton, California, under
10 Waste Discharger Identification number 4 19I003711 (“Facility”);

11 **WHEREAS**, the Facility’s industrial activities consist of manufacturing
12 roofing products. The Facility is categorized under Standard Industrial Classification
13 (“SIC”) Code 2952, covering (“Asphalt Felts and Coatings”) and SIC Code 2951
14 (“Asphalt Paving Mixtures and Blocks”);

15 **WHEREAS**, storm water discharges associated with industrial activity at the
16 Facility are regulated by the National Pollutant Discharge Elimination System
17 (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board],
18 Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ
19 and 2018-0028-DWQ (“General Permit” or “Permit”)¹, and the Federal Water
20 Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or “CWA”),
21 Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

22 **WHEREAS**, Defendant’s operations at the Facility result in discharges of
23 pollutants into waters of the United States and are regulated by the Clean Water Act
24

25 ¹ Any references to the “General Permit” or “Permit” herein shall be to the then-effective version,
26 regardless of whether such changes are the result of amendments, revisions, reissuance, or similar
27 modification of material terms. Any reference in this Consent Decree to specific sections or
28 subsections of the General Permit that are moved, modified, or otherwise changed in a subsequent
version of the General Permit shall be to such subsequent reference(s) as if set forth herein, *e.g.*, the
current §XI.B.6.c may be renumbered as §XI.B.7.c, combined into the current §XI.B.6.d, or split
into a new §XI.B.6.c and §XI.B.6.d.

1 Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

2 **WHEREAS**, the General Permit requires all permittees, including Defendant,
3 to comply with, inter alia, the following mandates: (1) develop and implement a
4 storm water pollution prevention plan and a storm water monitoring implementation
5 plan, (2) control pollutant discharges using, as applicable, best available technology
6 economically achievable or best conventional pollutant control technology to prevent
7 or reduce pollutants through the development and application of Best Management
8 Practices, which must be detailed in and timely updated in the SWPPP, (3) reduce
9 and eliminate discharges necessary to comply with any and all applicable Water
10 Quality Standards, and (4) implement a monitoring and reporting program, including
11 the MIP, designed to assess compliance with the Permit;

12 **WHEREAS**, on June 16, 2022, the California Regional Water Quality Control
13 Board, Los Angeles Region (“Regional Board”) issued Time Schedule Order
14 (“TSO”) No. R4-2022-0015 pursuant to California Water Code sections 13300 and
15 13385(j)(3), requiring Defendant to comply with certain requirements stated in the
16 TSO to ensure compliance with effluent limitations for total zinc and total copper
17 contained in the General Permit. The TSO requirements include the installation of
18 filtration and treatment systems at the Facility to enable Defendant to achieve
19 compliance with zinc and copper effluent limitations by December 31, 2024. The
20 TSO further set interim effluent limitations for total zinc and total copper to be in
21 effect at the Facility from June 16, 2022 through December 31, 2024.

22 **WHEREAS**, on November 1, 2023, Plaintiff issued a notice of intent to file
23 suit (“60-Day Notice Letter”) to Defendant, its registered agent, the Administrator of
24 the United States Environmental Protection Agency (“EPA”), the Executive Director
25 of the State Water Resources Control Board (“State Board”), the Executive Director
26 of the Regional Board, and the Regional Administrator of EPA Region IX, alleging
27 violations of the Clean Water Act and the General Permit Water Quality Order 2014-
28 0057-DWQ, as amended by Order Nos. 2015-0122-DWQ and 2018-0028-DWQ

1 incorporating: 1) Federal Sufficiently Sensitive Test Method Ruling; 2) Total
2 Maximum Daily Load Implementation Requirements; and 3) Statewide Compliance
3 Options Incentivizing On-Site or Regional Storm Water Capture and Use, at the
4 Facility;

5 **WHEREAS**, on February 1, LA Waterkeeper filed a complaint against
6 Defendant in the Central District of California (“Court”), Civil Case No. 2:24-cv-
7 00880-AS (“Complaint”);

8 **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit
9 and the Clean Water Act for Defendant’s discharges of pollutants into storm drains
10 and surface waters, including Compton Creek, the Los Angeles River, and ultimately
11 to the Los Angeles River Estuary, Queensway Bay, San Pedro Bay, and the Pacific
12 Ocean (collectively, “Receiving Waters”);

13 **WHEREAS**, Plaintiff and Defendant (collectively, “Settling Parties” or
14 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree
15 setting forth terms and conditions appropriate to resolving the allegations set forth in
16 the 60-Day Notice Letter and Complaint without further proceedings;

17 **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree
18 shall be made in compliance with all applicable federal, state and local laws, rules
19 and regulations.

20 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
21 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**
22 **FOLLOWS:**

23 1. The Court has jurisdiction over the subject matter of this action pursuant
24 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

25 2. Venue is appropriate in the Central District Court pursuant to Section
26 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the
27 alleged violations are taking place is located within this District.

28

1 3. The Complaint states a claim upon which relief may be granted against
2 Defendant pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

3 4. LA Waterkeeper has standing to bring this action.

4 5. The Court shall retain jurisdiction over this action for purposes of
5 interpreting, modifying, or enforcing the terms of this Consent Decree, or as long
6 thereafter as necessary for the Court to resolve any motion to enforce this Consent
7 Decree, but only regarding issues raised within the Term (as defined below) of this
8 Consent Decree.

9 **I. OBJECTIVES**

10 6. It is the express purpose of the Settling Parties through this Consent
11 Decree to further the objectives of the Clean Water Act, and to resolve all issues
12 alleged by LA Waterkeeper in its 60-Day Notice Letter and Complaint. These
13 objectives include compliance with the provisions of this Consent Decree,
14 compliance with all terms and conditions of the General Permit, compliance with all
15 applicable sections of the CWA, and compliance with the Regional Board TSO.

16 7. In light of these objectives and as set forth fully below, Defendant agrees
17 to comply with the provisions of this Consent Decree, terms and conditions of the
18 General Permit, all applicable sections of the CWA at the Facility, and remain in
19 compliance with the TSO.

20 **II. AGENCY REVIEW AND DEFINITIONS**

21 **A. AGENCY REVIEW OF CONSENT DECREE**

22 8. Agency Review. Plaintiff shall submit this Consent Decree to the United
23 States Department of Justice and the EPA (the “Federal Agencies”) for agency review
24 consistent with 40 C.F.R. § 135.5. The agency review period expires forty-five (45)
25 calendar days after receipt by the Federal Agencies, as evidenced by certified return
26 receipts, or upon the date that the Federal Agencies provide a no objection letter,
27 whichever is earlier (“Agency Review Period”). In the event that the Federal
28 Agencies object to entry of this Consent Decree or to any portion of this Consent

1 Decree, the Parties agree to meet and confer to attempt to resolve the issue(s) raised
2 by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised by the
3 Federal Agencies in their comments, the Parties agree to expeditiously seek a
4 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

5 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the
6 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court’s
7 calendar with the 45-day review period.

8 10. Entry of Consent Decree. Following the expiration of the Agency
9 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

10 **B. DEFINITIONS**

11 11. Unless otherwise expressly defined herein, terms used in this Consent
12 Decree which are defined in the CWA or in regulations or rules promulgated under
13 the CWA have the meaning assigned to them in the statutes or regulations or rules.
14 Whenever terms listed below are used in this Consent Decree, whether or not
15 capitalized, the following definitions apply:

- 16 a. “BAT” means the Best Available Technology Economically
17 Achievable.
- 18 b. “BCT” means the Best Conventional Pollutant Control
19 Technology, and collectively with BAT is referred to herein as
20 “BAT/BCT.”
- 21 c. “BMPs” means Best Management Practices as defined in
22 Attachment C (Glossary) of the General Permit.
- 23 d. “Consent Decree” means this Consent Decree and any
24 attachments or documents incorporated by reference.
- 25 e. “Day” means a calendar day. In computing any period of time
26 under this Consent Decree, where the last day of such period is a
27 Saturday, Sunday, or Federal or State Holiday, the period runs
28

1 until the close of business on the next day that is not a Saturday,
2 Sunday, or Federal or State Holiday.

- 3 f. “Design Storm” means the volume and flow rate of runoff
4 produced from a design storm as defined by General Permit
5 Section X.H.6.”
- 6 g. “Discharge Point” means each discharge location designated in
7 the then-current SWPPP for the Facility.
- 8 h. “Effective Date” means the effective date of this Consent Decree,
9 which shall be the date of full execution by the Parties.
- 10 i. “Entry Date” means the day this Consent Decree is approved and
11 entered by the Court.
- 12 j. “Forecasted Rain Event” means a forecasted rain event as
13 determined by the National Oceanic and Atmospheric
14 Administration (<http://forecast.weather.gov/>) for “90222,
15 Compton, CA, USA”.²
- 16 k. “In writing” means in written electronic or hard copy form.
- 17 l. “MIP” means a Monitoring Implementation Plan.
- 18 m. “PPT” means Pollution Prevention Team.
- 19 n. “Qualified Industrial Storm Water Practitioner” or “QISP” shall
20 have the definition set forth in Section IX.A.1 of the General
21 Permit.
- 22 o. “Qualifying Storm Event” or “QSE” shall have the definition set
23 forth in Section XI.B.1 of the General Permit.
- 24 p. “Reporting Year” means the period from July 1 of a given
25 calendar year to June 30 of the following calendar year.
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² Available at: <https://forecast.weather.gov/MapClick.php?lat=33.9111&lon=-118.2365>.

- 1 q. “SMARTS” means the California State Water Resources Control
2 Board’s Stormwater Multiple Application and Report Tracking
3 System.
- 4 r. “SWPPP” means a Storm Water Pollution Prevention Plan.
- 5 s. “Term” means the period between the Effective Date and the
6 “Termination Date.”
- 7 t. “Termination Date” means the latest of:
- 8 i. June 30 following four (4) years from the Effective Date;
- 9 ii. June 30 following two (2) years after the proposed
10 advanced treatment system for drainage area S-3 is fully
11 installed, operational, and optimized;
- 12 iii. seven (7) days from the conclusion of any proceeding or
13 process to enforce the Consent Decree initiated prior to the
14 later of dates in (i) and (ii) above; or
- 15 iv. seven (7) days from Defendant’s completion of all
16 payments and other affirmative duties required by this
17 Consent Decree;
- 18 v. Except if the Facility discontinues industrial use of zinc
19 oxide and copper oxide powder, in which case the
20 Termination Date shall be the date on which the parties,
21 after meeting and conferring pursuant to the Dispute
22 Resolution procedures in Section IV below, agree to a
23 stipulation, filed herein, notifying the Court and the
24 Department of Justice that the Consent Decree has been
25 terminated and the reasons therefore. As part of this
26 process, Plaintiff shall be entitled to an additional Facility
27 inspection to verify the discontinued use of zinc oxide and
28 copper oxide powder as well as General Permit compliance

1 and the absence of additional zinc or copper pollutant
2 sources warranting continued attention under this Consent
3 Decree.

- 4 u. “Wet Season” means the period beginning October 1st of any
5 given calendar year and ending June 30th of the following
6 calendar year.

7 **III. COMMITMENTS OF THE SETTLING PARTIES**

8 **A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES**

9 12. Non-Storm Water Discharge Prohibition. Any unauthorized non-storm
10 water discharge, as defined in the General Permit, shall be a violation of this Consent
11 Decree.

12 13. Current and Additional Best Management Practices. At all times,
13 Defendant shall implement BMPs identified in its SWPPP and BMPs described
14 herein, and shall develop and implement additional BMPs as necessary to comply
15 with the provisions of this Consent Decree and the General Permit, including but not
16 limited to those (1) necessary to comply with BAT/BCT-level pollutant reductions;
17 and (2) the General Permit’s Receiving Water Limitations, which require that
18 discharges from the Facility “not cause or contribute to an exceedance of any
19 applicable water quality standards” contained in a Statewide Water Quality Control
20 Plan or the applicable Regional Board’s Basin Plan.

21 14. Structural and Non-Structural BMPs for the Facility. Within forty-five
22 (45) days of the Effective Date, unless otherwise stated, Defendant shall develop and
23 implement the following BMPs at the Facility:

- 24 a. **Improved Raw Materials Storage for Zinc and Copper**
25 **Oxides.** Install Shipping Containers for the storage, whether
26 permanent or temporary, of all raw materials at the Facility
27 containing zinc oxide or copper oxide (with all deliveries of such
28 raw materials to the Facility stored indoors or placed directly in

1 the Shipping Containers by the end of the day on the date of the
2 raw material delivery);

3 **b. Improved Inlet Protections (Drainage Areas S-1, S-2 and S-4).**

4 At all existing drainage inlets in Drainage Areas S-1, S-2 and S-4,
5 install new filter socks and drain inlet filters and implement
6 weekly inspections of these drainage inlets as required by the
7 General Permit. Each such drainage inlet shall include filtration
8 through Abtech Smart Sponge Media HM or an equivalent filter
9 medium. Each of these visual inspections shall be
10 contemporaneously logged with the Facility SWPPP, indicating
11 the inspector's name, and the date and time of the inspection of
12 each drainage inlet pursuant to a pre-printed checklist identifying
13 each inlet to be inspected. During the Wet Season, as necessary,
14 Defendants shall replace the wattles/filters/socks in when
15 degraded or ineffective, including without limitation when there
16 are rips, tears or other visual damage, and/or sampling data
17 demonstrating the wattles/filters/socks are not sufficiently
18 reducing pollutant concentrations.

19 **c. Cover or remove final product storage (Drainage Areas S-2**

20 **and S-4).** Within sixty (60) days of the Effective Date, implement
21 a program to cover (e.g., using tarp or storm-resistant shelter) all
22 outdoor final product storage in Drainage Areas S-2 and S-4 prior
23 to Forecasted Rain Events or move all outdoor final product
24 storage out of Drainage Areas S-2 and S-4. This change will be
25 incorporated in the SWPPP.

26 **d. Advanced Treatment System (Drainage Area S-3).** Within
27 twenty-four (24) months of the Effective Date, if still using zinc
28 and copper-containing powder in its industrial processes,

1 Defendant shall design and implement a detention storage and
2 advanced treatment system (“Treatment System”). The Treatment
3 System shall be designed to meet NELs and NALs for copper and
4 zinc at discharge point S-3, using media filtration, and sized to
5 meet the design standards in section X.H.6 of the General Permit.
6 All roof runoff from the Cooling Section Roof as delineated in
7 Exhibit A attached hereto will be routed to the Treatment System.
8 Defendants shall provide written quarterly status reports to
9 Plaintiff (“Status Reports”) on the feasibility, engineering,
10 designing, permitting and building of the Treatment System
11 beginning one hundred twenty (120) days from the Effective Date
12 and continuing until the project is fully built. The first Status
13 Report, due one hundred twenty (120) days from the Effective
14 Date, shall include the proposed comprehensive design for the
15 Treatment System, including but not limited to, the hydrology and
16 hydraulics analysis for the Facility, projected volume storage, and
17 the treatment design flowrates.

- 18 e. **Waste Removal.** Cover or remove all shingle waste bins in
19 Drainage Areas S-1, S-2 and S-4 to locations under either new or
20 existing roof cover, or into Area S-3.
- 21 f. **Improved Sweeping Program.** On all paved areas, implement a
22 sweeping program on a monthly frequency using a sweeper
23 certified by the South Coast Air Quality Management District
24 with the capacity to collect and retain PM-10 (10 µm) particles.
25 On a weekly frequency during the Wet Season, and within twenty-
26 four (24) hours prior to a Forecasted Rain Event, implement a
27 sweeping program using the existing facility-owned sweeper. Also
28 employ hand sweeping and/or vacuuming on the same schedule in

1 all areas a mechanical sweeper cannot access that potentially
2 contribute to contamination of stormwater discharge, subject to
3 safety considerations. These sweeping events shall be
4 contemporaneously logged with the Facility SWPPP, indicating
5 the personnel involved, and the date(s) for each sweeping event.

- 6 g. **Pre-Rain Protocols.** Institute a formal pre-rain protocol
7 throughout the Wet Season to be implemented within twenty-four
8 (24) hours prior to a Forecasted Rain Event, and requiring the
9 inspection of all drainage inlets, removal of any exposed waste
10 material, and relocation of uncontained or uncovered shingle
11 waste bins under cover sufficient to prevent exposure to rainfall,
12 including without limitation those stored outside and where roof
13 protection is inadequate, or otherwise move them into a covered
14 structure adequate to prevent exposure to rainfall;

15 Within seven (7) days of each of the above BMPs being implemented, Defendant
16 shall confirm to LA Waterkeeper in writing, with photographs, that such BMP has
17 been implemented as set forth above.

18 **B. SAMPLING AT THE FACILITY**

19 15. Defendant shall develop a monitoring program consistent with the
20 General Permit. During the Term, Defendant shall collect samples of storm water
21 discharge from each Discharge Point for a minimum of four (4) Qualifying Storm
22 Events each Reporting Year as required by the General Permit, and shall use best
23 efforts to collect such samples during the first two (2) Qualifying Storm Events in
24 each half of the Reporting Year. Such sampling shall take place as soon as possible
25 within the four (4) hour period required by the General Permit § XI.B.5. If Defendant
26 would have been required to collect samples during a rain event pursuant to the
27 qualified storm event definition of this Consent Decree had such rain event produced
28 a sampleable discharge, but Defendant did not collect samples because such rain

1 event did not produce a sampleable discharge, then Defendant shall use best efforts to
2 document the inability to sample by taking representative photographs during the rain
3 event of each Discharge Point from which no discharge occurred. Defendant shall
4 submit such photographs to LA Waterkeeper by email, along with nearby publicly
5 available rain gauge/sensor data for the date of such rain event, within five (5) days of
6 a written request for such records by LA Waterkeeper.

7 16. Sampling Parameters. All samples collected pursuant to this Consent
8 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should
9 Defendant intend to modify sampling for any of the parameters listed in Table 1 or
10 additional parameters that are listed in 40 C.F.R. § 131.38 and/or in the General
11 Permit for any reason, including without limitation as a result of changed operations,
12 a revised pollutant source assessment, or a new mandate from a regulatory agency,
13 such modification shall be incorporated into this Consent Decree as if listed in Table
14 1 for all purposes, including any Action Plan requirements (as defined below).
15 Defendant shall promptly notify LA Waterkeeper of its intent to modify sampling for
16 any parameters and the Parties shall meet and confer regarding the applicable Table 1
17 limit for such purposes within ten (10) days of such notification, unless such
18 modification will be addressed pursuant to the review and comment provisions
19 applicable for SWPPP revisions in paragraph 27.

20 17. Laboratory and Holding Time. Defendant shall deliver all samples
21 collected pursuant to this Consent Decree to a California-certified environmental
22 laboratory for analysis within allowable hold times, pursuant to 40 C.F.R. Part 136.

23 18. Detection Limit. Defendant shall request that the laboratory use
24 analytical methods adequate to detect the individual contaminants at or below the
25 values specified in the General Permit and Table 1 below.

26 19. Reporting. Defendant shall provide complete laboratory results of all
27 samples collected at the Facility to SMARTS in accordance with the General Permit,
28

1 and shall provide copies to LA Waterkeeper within ten (10) days of receiving the
2 laboratory report with the results.

3 **C. REDUCTION OF POLLUTANTS IN DISCHARGES**

4 20. Table 1 Numeric Limits. Defendant shall develop and implement BMPs
5 for storm water discharges from the Facility that reduce pollutant concentrations to
6 levels below those in Table 1.

7 **TABLE 1**

8 Parameter	Numeric Limit	Source of Limit
9 Copper	0.06749	NEL
10 Zinc	0.159	NEL

11 21. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as
12 follows: where the concentration of any pollutant in any two (2) storm water samples
13 from a given sampling location during a Reporting Year exceeds any numeric limit
14 contained in Table 1, except during storms that exceed structural BMP sizing criteria
15 of section X.H.6 of the General Permit. An exceedance shall constitute a violation of
16 this Consent Decree, except it shall not be considered a violation for S-3 until after
17 complete installation of the treatment system pursuant to Paragraph 14.d above.
18

19 22. Action Plan for Table 1 Exceedances. As of the Effective Date (and, for
20 S-3 after complete installation of the treatment system pursuant to Paragraph 14.d
21 above), and for the remainder of the Term, if Defendant has an unauthorized non-
22 storm water discharge in violation of Paragraph III.A.12, above, or storm water
23 samples demonstrate an Exceedance as defined above, Defendant shall prepare and
24 submit to LA Waterkeeper a plan for reducing and/or eliminating the relevant
25 discharge of pollutants for the Facility and/or achieving compliance with the non-
26 storm water discharge prohibition (“Action Plan”). However, an Action Plan shall not
27 be required when the BMPs for the applicable unauthorized non-storm water
28 discharge or Exceedance for the same pollutant in the same drainage area were

1 addressed in a previous Action Plan in the same Reporting Year and such BMPs were
2 not yet implemented as of the date of the applicable unauthorized non-storm water
3 discharge or QSE sampling that led to the Exceedance.³ The complete Action Plan
4 shall be submitted to LA Waterkeeper within thirty (30) days of the unauthorized
5 non-storm water discharge or the receipt of the laboratory report demonstrating the
6 Exceedance, as applicable.

- 7 a. Action Plan Requirements. Each complete Action Plan submitted
8 shall include at a minimum: (1) the identification of the
9 contaminant(s) discharged in excess of the numeric limit(s) and/or
10 the applicable unauthorized non-storm water discharge; (2) an
11 assessment of the source of each contaminant exceedance and/or
12 applicable unauthorized non-storm water discharge; (3) the
13 identification of any additional BMPs or other steps that are
14 proposed to be implemented to achieve compliance with the
15 numeric limit(s) and/or unauthorized non-storm water discharge
16 prohibition, as well as the design plans and calculations of any
17 additional BMPs; and (4) time schedules for implementation of
18 any proposed BMPs. The time schedule(s) for implementation
19 shall ensure that all BMPs are implemented as soon as practicable,
20 but in no event later than ninety (90) days following the
21 submission of the Action Plan, unless a later implementation date
22 is mutually agreed upon by the Settling Parties. Within seven (7)
23 days of any of the BMPs set forth in the Action Plan being
24 implemented, Defendant shall confirm to LA Waterkeeper in
25

26
27 ³ For clarity, an Action Plan based on an Exceedance shall be required if: (i) the applicable Exceedance is demonstrated
28 for a pollutant and/or in a drainage area not addressed in a previous Action Plan in the same Reporting
Year; and/or (2) when the applicable Exceedance is demonstrated for the same pollutant in the same drainage area as in
a previous Action Plan in the same Reporting Year and the BMPs in the previous Action Plan were fully implemented
before the applicable QSE that led to the Exceedance was sampled.

1 writing, with photographs, that such BMP has been implemented
2 as set forth in the Action Plan.

- 3 b. Action Plan Proposed BMPs. The following BMPs should
4 generally be evaluated for inclusion in Action Plans to attain the
5 Table 1 levels in the Facility's storm water discharges:
- 6 i. Fleet Tires Upgrade. Upgrade all truck and forklift tires
7 with zinc-free tires or other durable alternatives that
8 minimize the release of dust.
 - 9 ii. Improved Sweeping. The increased/more frequent use of
10 sweepers and manual sweeping in otherwise inaccessible
11 areas.
 - 12 iii. Treatment System Improvements (Drainage Area S-3).
13 Installing additional components or systems, or otherwise
14 improving, the Treatment System, or making changes to the
15 operation and maintenance protocols for such system, to
16 provide more effective filtration treatment of storm water
17 prior to discharge.
 - 18 iv. Evaluation of Existing BMPs. Replacing, rehabilitating, or
19 eliminating existing BMPs, taking into account the age of
20 the BMPs involved or employed, the engineering aspect of
21 the application of various BMPs, and any adverse
22 environmental impact of the BMPs.
 - 23 v. New treatment (Drainage Area S-1). Similar to the
24 Treatment System described above for Drainage Area S-3.
25 Alternatively, this could involve routing stormwater from S-
26 1 to the S-3 Treatment System, and upgrading that
27 Treatment System to maintain sizing consistent with IGP
28 section X.H.6 for the new larger combined drainage area.

1 vi. **Improved Downspout Protections (All Facility Roofing).**

2 Install Zinc-B-Gone Pro roof downspout filters at all roof
3 downspouts where such filter has not already been installed
4 and where BMPs are not already present, and replace media
5 at existing Zinc-B-Gone filters with standard, vendor-
6 provided metal cation exchanging media.

7 c. Action Plan Review. LA Waterkeeper shall have thirty (30) days
8 upon receipt of Defendant's complete Action Plan to provide
9 Defendant with comments. Within fourteen (14) days of receiving
10 LA Waterkeeper's proposed revisions to an Action Plan,
11 Defendant shall consider each of LA Waterkeeper's recommended
12 revisions and accept them or justify in writing why any comment
13 is not incorporated. Action Plan(s) developed and implemented
14 pursuant to this Consent Decree are an obligation of this Consent
15 Decree. Any disputes as to the adequacy of an Action Plan shall
16 be resolved pursuant to the dispute resolution provisions of this
17 Consent Decree, set out in Section IV below. Disputes regarding
18 the adequacy of a particular BMP shall not impact the schedule for
19 implementing any other BMP set forth in the Action Plan.

20 d. Defendant shall revise the then-current SWPPP to reflect the
21 changes implemented pursuant to the Action Plan, as set forth in
22 Paragraph 27, below.

23 e. Action Plan Payments. Defendant shall pay Four Thousand
24 Dollars (\$4,000.00) each time an Action Plan is submitted to LA
25 Waterkeeper. Payments are due at the same time that the
26 applicable Action Plan is submitted and shall be made to "Los
27 Angeles Waterkeeper" via certified mail, return receipt requested
28 to Los Angeles Waterkeeper, c/o Barak Kamelgard, 360 E 2nd

1 Street Suite 250, Los Angeles, CA 90012. Failure to submit a
2 payment as required under this Paragraph will constitute a breach
3 of the Consent Decree.

4 **D. VISUAL OBSERVATIONS**

5 23. Storm Water Discharge Observations. During the Term, appropriately
6 trained staff of Defendant shall conduct visual observations during the Facility's
7 operating hours during a minimum of four (4) QSEs each Reporting Year as required
8 by the General Permit. Such inspections shall comply with all requirements of
9 Section XI.A.2 of the General Permit, and any successor thereof.

10 24. Monthly Visual Observations. During the Term, appropriately trained
11 staff of Defendant shall conduct monthly non-storm water visual observations of the
12 Facility. Such inspections shall comply with all requirements of Section XI.A.1 of the
13 General Permit, and any successor thereof. Such monitoring shall include outfalls,
14 Discharge Points, outdoor industrial equipment and storage areas, outdoor industrial
15 activities areas, BMPs, and all other potential sources of industrial pollutants. All
16 Discharge Points shall also be inspected for accumulation of dust, sediment, sand,
17 grit, oily substances, oily sheens upon any standing water, and other materials
18 associated with operations at the Facility. During the Wet Season, such inspections
19 shall further include observations of all storm water BMPs that are used only during
20 the Wet Season at the Facility to ensure that operational BMPs are being
21 implemented, structural BMPs are in good condition or working order, and that
22 BMPs have been effective in producing clean conditions at the Facility. Such
23 inspections shall further include observation as to whether there are any non-storm
24 water discharges from the Facility.

25 25. Visual Observations Records. Defendant shall maintain observation
26 records, including representative photographs, to document compliance with
27 Paragraphs 23 and 24. Such records shall include, but not be limited to, the persons
28 who completed the inspection, the date of the inspection, and notes sufficient to

1 describe the completed activity and all observations thereof, including but not limited
2 to: (i) whether BMPs are in a proper, working condition; (ii) whether any repair,
3 replacement, or operation and maintenance is needed for any BMPs; (iii) other
4 conditions that have the potential to lead to pollutant loading in storm water
5 discharges; and (iv) representative photographs of all of the foregoing where feasible.
6 Defendant shall provide LA Waterkeeper with a copy of those records within seven
7 (7) days of receipt of a written request from LA Waterkeeper for those records.

8 26. Employee Training Program. Within thirty (30) days of the Effective
9 Date, Defendant shall develop and implement an employee training program that
10 meets the following requirements and ensures (1) that there is a sufficient number of
11 employees at the Facility designated to achieve compliance with the General Permit
12 and this Consent Decree (“Designated Employees”), and (2) that these Designated
13 Employees are properly trained to perform the activities required by the General
14 Permit and this Consent Decree (“Training Program”):

- 15 a. Materials. Training materials should include, at minimum, a
16 detailed Training Manual or Standard Operating Procedure,
17 including drawings and diagrams where appropriate, for reference
18 and use by Defendant’s personnel to ensure effective
19 implementation of all BMPs at the Facility;
- 20 b. Language. The training and training materials shall be available
21 and offered in the language(s) in which relevant employees are
22 fluent. If necessary, Defendant shall provide a translator or
23 translators at all trainings where such translation is likely to
24 improve staff comprehension of the Training Program and
25 improve compliance with this Consent Decree and the General
26 Permit;
- 27 c. Training Frequency. Training shall be provided by a QISP
28 familiar with the requirements of this Consent Decree and the

1 General Permit, and shall be repeated as necessary to ensure that
2 all relevant employees are familiar with the requirements of this
3 Consent Decree, the Permit, and the Facility's SWPPP. All
4 relevant new staff shall receive this training before assuming
5 responsibilities for implementing the SWPPP;

- 6 d. Sampling Training. Defendant shall designate an adequate number
7 of employees necessary to collect storm water samples as required
8 by this Consent Decree, including training to ensure samples are
9 properly collected, stored, and submitted to a certified laboratory;
- 10 e. Visual Observation Training. Defendant shall provide training on
11 how and when to properly conduct visual observations to
12 Designated Employees;
- 13 f. Non-Storm Water Discharge Training. Defendant shall train all
14 Designated Employees at the Facility on the General Permit's
15 prohibition of non-storm water discharges, so that Designated
16 Employees know what non-storm water discharges are and how to
17 detect and prevent non-storm water discharges;
- 18 g. Employees. All Designated Employees at the Facility shall
19 participate in the Training Program annually. New Designated
20 Employees shall participate in the Training Program within thirty
21 (30) days of their hiring date; and
- 22 h. Records. Defendant shall maintain training records to document
23 compliance with this Paragraph and shall provide LA Waterkeeper
24 with a copy of these records within seven (7) days of receipt of a
25 written request.

26 27. SWPPP Revisions.

- 27 a. Initial SWPPP Revisions. Defendant shall amend the Facility's
28 SWPPP to incorporate the requirements in this Consent Decree

1 and comply with the General Permit and submit the complete,
2 updated SWPPP to LA Waterkeeper within thirty (30) days of the
3 Effective Date for LA Waterkeeper's review and comment. The
4 complete, updated SWPPP shall contain, at a minimum, the
5 following elements:

- 6 i. A revised pollutant source assessment, including all
7 elements required by section X.G of the General Permit as
8 well as assessments of the potential for the Facility's storm
9 water discharges to contain pollutants for which the
10 Receiving Waters are 303(d) listed and/or have Total
11 Maximum Daily Loads and that are associated with an
12 industrial activity or material that is exposed to
13 rainwater/stormwater;
- 14 ii. A detailed narrative description and assessment of each
15 industrial activity with the potential to impact storm water
16 quality occurring at the Facility as required by section X.G
17 of the General Permit;
- 18 iii. Descriptions of all BMPs in accordance with section X.H.4
19 of the General Permit, including without limitation BMPs
20 required by this Consent Decree;
- 21 iv. A set of site maps that comply with section X.E of the
22 General Permit and provisions of this Consent Decree;
- 23 v. A MIP as required by sections XI and X.I of the General
24 Permit;
- 25 vi. A designation (by position/title) of employees responsible
26 for carrying out storm water management, monitoring,
27 sampling and SWPPP implementation, e.g., visual
28

1 inspection of each specific area, monitoring each specific
2 BMP, sampling, etc.; and

3 vii. A Training Program as described above in Paragraph 26.

4 b. Additional SWPPP Revisions.

5 i. Within thirty (30) days after acceptance of any Action Plan
6 by LA Waterkeeper (or resolution pursuant to Dispute
7 Resolution), Defendant shall revise the then-current SWPPP
8 to reflect the changes required by the Action Plan and
9 submit the complete, updated SWPPP to LA Waterkeeper
10 for LA Waterkeeper's review and comment.

11 ii. Within thirty (30) days after any changes in industrial
12 activities, sources of industrial pollutants, monitoring
13 parameters, changes to Discharge Points, or material (i.e.,
14 non-administrative) changes to sections of the SWPPP
15 identified in the SWPPP as requiring a SWPPP revision
16 (including but not limited to, changes in or additions of
17 industrial activities that impact storm water discharge),
18 Defendant shall revise the then-current SWPPP to reflect
19 such changes and submit the complete, updated SWPPP to
20 LA Waterkeeper for LA Waterkeeper's review and
21 comment.

22 c. Review of SWPPP. For any SWPPP updates during the Term of
23 this Consent Decree pursuant to Paragraphs 28.a. and 28.b., LA
24 Waterkeeper shall have thirty (30) days upon receipt of
25 Defendant's complete SWPPP to provide Defendant with
26 comments. Within thirty (30) days of receiving LA Waterkeeper's
27 comments and proposed changes to the SWPPP, Defendant shall
28 consider each of the comments and proposed changes and either

1 accept them or justify in writing why a change is not incorporated.
2 The Parties agree to work in good faith to resolve any disputes
3 with respect to the SWPPP, and any remaining disputes will be
4 resolved through timely initiation of the dispute resolution
5 procedures in Section IV below. Following its incorporation of
6 proposed modification or additions (if any) into each revised
7 SWPPP, Defendant shall upload the revised SWPPP to SMARTS.

8 **E. COMPLIANCE MONITORING AND REPORTING**

9 28. LA Waterkeeper may conduct one annual site inspection (“Site
10 Inspection”) during each Reporting Year during the Term for the purpose of ensuring
11 compliance with this Consent Decree and the General Permit. In the event of a
12 dispute regarding Defendant’s compliance with this Consent Decree, and provided a
13 Site Inspection would be relevant to resolving the Parties’ dispute, the Parties agree to
14 meet and confer regarding an additional Site Inspection at Plaintiff’s request. Plaintiff
15 shall not unreasonably request, and Defendant shall not unreasonably deny, one
16 additional Site Inspection. Any Site Inspection shall occur during normal business
17 hours, and LA Waterkeeper will provide Defendant with at least forty-eight (48)
18 hours’ notice prior to a Site Inspection, and specify the time and date of the proposed
19 inspection. For any Site Inspection requested to occur in wet weather, Plaintiff shall
20 be entitled to adjust timing or reschedule during normal business hours in the event
21 the forecast changes and anticipated precipitation appears unlikely, and thus frustrates
22 the purpose of visiting the Facility in wet weather. Notice will be provided by
23 electronic mail to the individual(s) designated below at Paragraph 56. During the Wet
24 Weather inspection, Plaintiff may request that Defendant collect a sample of
25 industrial storm water discharge from the Facility’s designated industrial discharge
26 point(s) referenced in its SWPPP, to the extent that such discharges are occurring,
27 unless four (4) samples in the reporting year have already been collected, or the
28 timing of the inspection fails to meet the QSE definition, or samples were already

1 collected earlier by Defendant for that same QSE. Defendant shall collect the sample
2 and provide a split sample to LA Waterkeeper. LA Waterkeeper's representative(s)
3 may observe the split sample(s) being collected by Defendant's representative LA
4 Waterkeeper shall be permitted to take photographs or video recording relevant to
5 storm water discharges during any Site Inspection.

6 29. Document Provision. During the Term, Defendant shall notify and
7 submit documents to LA Waterkeeper as follows:

- 8 a. By the 1st day of each month, Defendant shall provide LA
9 Waterkeeper with copies of all documents materially relevant to
10 storm water quality at that facility, including compliance
11 documents, monitoring and/or sampling data, or written
12 communications and/or correspondences that have been submitted
13 to or received from the Regional Board, the State Board, and/or
14 any state or local agency, county or municipality in the previous
15 month, unless the documents are publicly accessible through
16 SMARTS.

17 30. Compliance Monitoring. Defendant shall partially defray costs
18 associated with Plaintiff's monitoring of Defendant's compliance with this Consent
19 Decree during the Term by paying Five Thousand Dollars (\$5,000.00) per year of the
20 Consent Decree, beginning on the Entry Date. The first such payment shall be made
21 within thirty (30) days of the Entry Date, and each subsequent payment shall be made
22 upon the applicable anniversary of the Effective Date. In the event that, pursuant to
23 Paragraph 29, there is an additional Site Inspection in a given year to resolve a
24 dispute pursuant to the Consent Decree, Defendant shall reimburse LA Waterkeeper
25 an additional Two Thousand Dollars (\$2,000.00) during such year. Payment shall be
26 made within thirty (30) days after any additional Site Inspection, as applicable. The
27 payment shall be made via check, made payable to: "Los Angeles Waterkeeper" via
28 certified mail, return receipt requested to Los Angeles Waterkeeper, c/o Barak

1 Kamelgard, 360 E 2nd Street Suite 250, Los Angeles, CA 90012. Failure to submit
2 payment as required under this Paragraph will constitute breach of the Consent
3 Decree.

4 **F. ENVIRONMENTALLY BENEFICIAL PROJECT, LITIGATION FEES AND**
5 **COSTS, MISSED DEADLINES, AND INTEREST**

6 31. Environmentally Beneficial Project. To fund environmentally beneficial
7 project activities that will reduce or mitigate the impacts of storm water pollution
8 occurring in the watersheds of Compton Creek and the Los Angeles River, and the
9 Pacific Ocean near the mouth of the Los Angeles River, Defendant shall make a
10 payment totaling Thirty-Five Thousand Dollars (\$35,000.00) to the Think Watts
11 Foundation made within thirty (30) days of the Entry Date, payable to the Think
12 Watts Foundation and sent via overnight mail to Think Watts Foundation, 1225 E
13 100th Street, Los Angeles, CA 90002. Failure to submit payment as required under
14 this Paragraph will constitute breach of the Consent Decree.

15 32. LA Waterkeeper's Fees and Costs. Defendant shall pay a total of
16 Seventy Thousand Dollars (\$70,000) to LA Waterkeeper to partially reimburse
17 Plaintiff for their investigation fees and costs, expert/consultant fees and costs,
18 reasonable attorneys' fees, and other costs incurred as a result of investigating and
19 filing the lawsuit, and negotiating a resolution of this matter within thirty (30) days of
20 the Entry Date. The payment shall be made payable to: the "Law Offices of Andrew
21 L. Packard Attorney-Client Trust Account." and delivered by overnight carrier to:

22 Attn.: Law Offices of Andrew L. Packard
23 245 Kentucky Street, Suite B3
24 Petaluma, CA 94952

25 Failure to submit payment as required under this Paragraph will constitute breach of
26 the Consent Decree.

27 33. Missed Deadlines. In the event that Defendant fails to submit to LA
28 Waterkeeper any payment, document, report, or communication required by this

1 Consent Decree, Defendant shall pay a stipulated payment of Five Hundred Dollars
2 (\$500) per day. Such stipulated payments shall be made by check payable to Think
3 Watts Foundation, and such funds shall be used for the sole purpose of funding
4 environmentally beneficial projects, as described in Paragraph 31. Payment shall be
5 sent via overnight mail to Think Watts Foundation, 1225 E 100th Street, Los Angeles,
6 CA 90002. Defendant agrees to make the stipulated payment within fourteen (14)
7 days after the resolution of the event that precipitated the stipulated payment liability.

8 34. Interest on Late Payments. Defendant shall pay interest on any
9 payments, fees, or costs owed pursuant to this Consent Decree that are not received
10 by the due date. The interest shall accrue starting the next business day after the
11 payment is due and shall be computed at a rate equal to the lower of: (i) 7% per year
12 (0.583% per month); or (ii) the maximum rate permitted by applicable law. Interest
13 shall continue to accrue daily on any outstanding balance until Defendant is current
14 on all payments then due under this Consent Decree, and shall be paid at the same
15 time that the payments, fees, or costs owed are paid to LA Waterkeeper. Interest on
16 late payments shall be paid by check payable to: Think Watts Foundation and such
17 funds shall be used for the sole purpose of funding environmentally beneficial
18 projects, as described in Paragraph 31. Payment shall be sent via overnight mail to
19 Think Watts Foundation at the address above.

20 **IV. DISPUTE RESOLUTION**

21 35. This Court shall retain jurisdiction over this matter for the Term for the
22 purposes of enforcing its terms and conditions, and adjudicating all disputes among
23 the Parties that may arise under the provisions of this Consent Decree. The Court
24 shall have the power to enforce this Consent Decree with all available legal and
25 equitable remedies, including contempt.

26 36. Meet and Confer. Either party to this Consent Decree may invoke the
27 dispute resolution procedures of this Section IV by notifying the other party in
28 writing of the matter(s) in dispute and of the disputing party's proposal for resolution.

1 The Parties shall then meet and confer in good faith (either telephonically or in
2 person) within ten (10) days of the date of the notice in an attempt to fully resolve the
3 dispute no later than thirty (30) days of the meet and confer.

4 37. Settlement Conference. If the Parties cannot resolve the dispute within
5 thirty (30) days of the meet and confer described in Paragraph 36 the Parties agree
6 that the dispute may be, but is not required to be, submitted for formal resolution by
7 filing a motion before the United States District Court for the Central District of
8 California. The Parties agree to request an expedited hearing schedule on the motion.

9 38. In resolving any dispute arising from this Consent Decree before the
10 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to
11 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §
12 1365(d), and applicable case law interpreting such provisions, or as otherwise
13 provided for by statute and/or case law.

14 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

15 39. Plaintiff's Waiver and Release of Defendant. In consideration of the
16 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf
17 and on behalf of its officers and directors, release Defendant, its officers, directors,
18 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors
19 or assigns, agents, attorneys and other representatives, from and waives all claims
20 that were raised in the 60-Day Notice Letter and/or the Complaint up to and including
21 the Termination Date of this Consent Decree.

22 40. Defendant's Waiver and Release of Plaintiff. In consideration of the
23 above, upon the Effective Date of this Consent Decree, Defendant, on its own behalf
24 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and
25 each of their successors or assigns, release Plaintiff, its officers and directors, from
26 and waives all claims related to the 60-Day Notice Letter and/or the Complaint up to
27 and including the Termination Date of this Consent Decree.

28

1 41. Nothing in this Consent Decree limits or otherwise affects Plaintiff's
2 rights to address or take any position that it deems necessary or appropriate in an
3 informal or formal proceeding before the State Board, Regional Board, EPA, or any
4 other judicial or administrative body on any matter relating to Defendant's
5 compliance at the Facility with the General Permit or the Clean Water Act occurring
6 or arising after the Effective Date.

7 **VI. MISCELLANEOUS PROVISIONS**

8 42. No Admission of Liability. The Parties enter into this Consent Decree
9 for the purpose of avoiding prolonged and costly litigation. Neither the Consent
10 Decree nor any payment pursuant to the Consent Decree shall constitute or be
11 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,
12 nor shall it be construed as an admission of violation of any law, rule, or regulation.
13 Defendant maintains and reserves all defenses it may have to any alleged violations
14 that may be raised in the future.

15 43. Counterparts. This Consent Decree may be executed in any number of
16 counterparts, all of which together shall constitute one original document. Telecopy
17 and/or facsimile copies of original signature shall be deemed to be originally
18 executed counterparts of this Consent Decree.

19 44. Authority. The undersigned representatives for Plaintiff and Defendant
20 each certify that s/he is fully authorized by the party whom s/he represents to enter
21 into this Consent Decree. A Party's signature to this Consent Decree transmitted by
22 facsimile or electronic mail shall be deemed binding.

23 45. Construction. The language in all parts of this Consent Decree shall be
24 construed according to its plain and ordinary meaning, except as to those terms
25 defined in the Permit, the Clean Water Act, or specifically herein. The captions and
26 paragraph headings used in this Consent Decree are for reference only and shall not
27 affect the construction of this Consent Decree.

28

1 46. Full Settlement. This Consent Decree constitutes a full and final
2 settlement of this matter.

3 47. Integration Clause. This is an integrated Consent Decree. This Consent
4 Decree is intended to be a full and complete statement of the terms of the agreement
5 between the Parties and expressly supersedes any and all prior oral or written
6 agreements, covenants, representations, and warranties (express or implied)
7 concerning the subject matter of this Consent Decree.

8 48. Severability. In the event that any provision, paragraph, section, or
9 sentence of this Consent Decree is held by a court to be unenforceable, the validity of
10 the enforceable provisions shall not be adversely affected.

11 49. Choice of Law. The laws of the United States shall govern this Consent
12 Decree.

13 50. Diligence. Defendant shall diligently file and pursue all required permit
14 applications for any required BMPs and shall diligently procure contractors, labor,
15 and materials needed to complete all BMPs by the required deadlines.

16 51. Effect of Consent Decree. Compliance with this Consent Decree does
17 not mean that Defendant is complying with the General Permit, the Clean Water Act,
18 or any other law, rule, or regulation.

19 52. Negotiated Settlement. The Settling Parties have negotiated this Consent
20 Decree, and agree that it shall not be construed against the party preparing it, but shall
21 be construed as if the Settling Parties jointly prepared this Consent Decree, and any
22 uncertainty and ambiguity shall not be interpreted against any one party.

23 53. Modification of the Consent Decree. This Consent Decree, and any
24 provisions herein, may not be changed, waived, discharged, or terminated unless by a
25 written instrument, signed by the Parties and approved by the Court. Any request to
26 modify any provision of the Consent Decree, including but not limited to any
27 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before
28 the existing deadline(s) applicable to the provision(s) proposed to be modified.

1 54. Assignment. Subject only to the express restrictions contained in this
2 Consent Decree, all of the rights, duties and obligations contained in this Consent
3 Decree shall inure to the benefit of and be binding upon the Parties, and their
4 successors and assigns. Defendant shall notify Plaintiff within ten (10) days of any
5 assignment.

6 55. Force Majeure. Neither of the Parties shall be considered to be in default
7 in the performance of any of their respective obligations under this Consent Decree
8 when performance becomes impossible due to a Force Majeure event. A Force
9 Majeure event is any circumstance beyond a Settling Party's control, including
10 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,
11 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,
12 sabotage, or terrorism; restraint by court order or public authority or agency; or action
13 or non-action by, or the inability of Defendant to obtain the necessary permits,
14 authorizations or approvals from any governmental agency. A Force Majeure event
15 shall not include normal inclement weather, economic hardship, inability to pay, or
16 employee negligence. Any party seeking to rely upon this Paragraph to excuse or
17 postpone performance shall have the burden of establishing that it could not
18 reasonably have been expected to avoid the Force Majeure event and which by
19 exercise of due diligence has been unable to overcome the failure of performance.
20 The Parties shall exercise due diligence to resolve and remove any Force Majeure
21 event.

22 56. Notice. All notices required herein or any other correspondence
23 pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail
24 transmission to the e-mail address listed below, or if electronic mail is not feasible,
25 then by certified U.S. mail with return receipt, or by hand delivery to the following
26 addresses:

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1 If to Plaintiff:
2 Los Angeles Waterkeeper
3 Barak Kamelgard
4 Benjamin Harris
5 Madeleine Siegel
6 360 E 2nd St., Suite 250
7 Los Angeles, CA 90012
8 Email: barak@lawwaterkeeper.org
9 Email: ben@lawwaterkeeper.org
10 Email: madeleine@lawwaterkeeper.org
11 Phone: (310) 394-6162

12 With copies to:
13 Andrew L. Packard
14 Law Offices of Andrew L. Packard
15 245 Kentucky Street, B3
16 Petaluma, CA 94952
17 Email: andrew@packardlawoffices.com
18 Phone: (707) 782-4060, Ext. 1.

If to Defendant:
Owens Corning
Madeline Fleisher
Senior Counsel, Environmental and
Regulatory Law
2790 Columbus Road
Granville, Ohio 43023
Email:
madeline.fleisher@owenscorning.com
Phone: (857) 636-0371

With copies to:
Alan N. Bick
Bick Law LLP
520 Newport Center Dr., #750
Newport Beach, CA 92660
Email: abick@bicklawllp.com
Phone: (949) 432-3501

15 Notifications of communications shall be deemed submitted three (3) days after the
16 date that they are postmarked and sent by first-class mail, or immediately after
17 acknowledgement of receipt via email by the receiving party. Any change of address
18 or addresses shall be communicated in the manner described above for giving notices.

19 57. If for any reason the Federal Agencies should object to entry of this
20 Consent Decree or to any portion of this Consent Decree or the Court should decline
21 to approve this Consent Decree in the form presented, the Parties shall use their best
22 efforts to work together to modify the Consent Decree within thirty (30) days so that
23 it is acceptable to the Federal Agencies or the Court. If the Parties are unable to
24 modify this Consent Decree in a mutually acceptable manner that is also acceptable
25 to the Court, this Consent Decree shall immediately be null and void as well as
26 inadmissible as a settlement communication under Federal Rule of Evidence 408 and
27 California Evidence Code section 1152.

1 The Parties hereto enter into this Consent Decree and submit it to the Court for
2 its approval and entry as a final judgment.

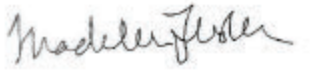
3 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree
4 as of the date first set forth below.

5 APPROVED AS TO CONTENT

6
7 Dated: August 2, 2024

8 By: 
Bruce Reznik
Executive Director
Los Angeles Waterkeeper


9
10 Dated: August 2, 2024

11 By: 
Madeline Fleisher
Senior Counsel, Environmental and
Regulatory Law
Owens Corning

12
13
14 APPROVED AS TO FORM


15
16 LAW OFFICES OF ANDREW L.
PACKARD

17
18 Dated: August 2, 2024

19 By: 
Andrew L. Packard
Attorney for Plaintiff
Los Angeles Waterkeeper

20
21
22 BICK LAW LLP

23
24 Dated: August 2, 2024

25 By: 
Alan N. Bick
Attorney for Defendant
Owens Corning

1 **IT IS SO ORDERED.**
2 **FINAL JUDGMENT**

3 Upon approval and entry of this Consent Decree by the Court, this Consent
4 Decree shall constitute a final judgment between the Plaintiff and Defendant.
5

6
7 DATED: September 24, 2024

JOSEPHINE L. STATON

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HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE

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EXHIBIT A

