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 14 ORANGE COUNTY COASTKEEPER

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

17 ORANGE COUNTY COASTKEEPER, a
 18 California non-profit corporation,

Civil Case No.: 8:20-cv-01498-DOC

19 Plaintiff,

CONSENT DECREE [19]

20 v.

**(Federal Water Pollution Control Act,
 21 33 U.S.C. § 1251 et seq.)**

22 KINGSPAN LIGHT & AIR, LLC, a
 23 Delaware limited liability company;

24 Defendant.

1 **CONSENT DECREE**

2 The following Consent Decree is entered into by and between Plaintiff Orange
3 County Coastkeeper and Defendant Kingspan Light & Air LLC. The entities entering
4 into this Consent Decree are each an individual “Settling Party” and collectively
5 “Settling Parties” or “Parties.”

6 **WHEREAS**, Orange County Coastkeeper (“Plaintiff” or “Coastkeeper”) is a
7 non-profit public benefit corporation organized under the laws of the State of
8 California;

9 **WHEREAS**, Coastkeeper is dedicated to the preservation, protection and
10 defense of the surface, ground, coastal and ocean waters of Orange County from all
11 sources of pollution and degradation;

12 **WHEREAS**, Defendant Kingspan Light & Air, LLC (referred to herein as
13 “Kingspan”) operates an industrial manufacturing facility at: 302 E. Goetz Ave., Santa
14 Ana, CA 92707 (the “302 Location”) and 401 E. Goetz Ave., Santa Ana, CA 92707
15 (the “401 Location”), together the “Kingspan Facility” or “Facility”;

16 **WHEREAS**, the Kingspan Facility produces skylights and architectural
17 daylighting and ventilation systems. Industrial activities at the Facility consist of
18 manufacturing operations; storage of fiberglass insulation, sand, wooden pallets, tools,
19 and intermediate and final products; and delivery truck operations. The Facility is
20 categorized under SIC code 3442—Metal Doors, Sash, Frames, Molding, and Trim
21 Manufacturing;

22 **WHEREAS**, stormwater discharges associated with industrial activity at the
23 Facility are regulated by 1) the National Pollutant Discharge Elimination System
24 (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board],
25 Water Quality Order No. 2014-57-DWQ, and recently amended Order No. 2015-
26 0122-DWQ incorporating: A) Federal Sufficiently Sensitive Test Method Ruling; B)
27 TMDL Implementation Requirements; and C) Statewide Compliance Options
28 Incentivizing On-Site or Regional Storm Water Capture and Use (“General Permit”)

1 and 2) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (“Clean
2 Water Act” or “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

3 **WHEREAS**, Plaintiff alleges that operations at the Facility result in discharges
4 of pollutants into waters of the United States and are regulated by the Clean Water Act
5 Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

6 **WHEREAS**, the General Permit requires all permittees, including Kingspan, to
7 comply with, *inter alia*, the following mandates: (1) develop and implement a
8 stormwater pollution prevention plan (“SWPPP”) and a stormwater monitoring
9 implementation plan (“MIP”); (2) control pollutant discharges using, as applicable,
10 best available technology economically achievable (“BAT”) or best conventional
11 pollutant control technology (“BCT”) to prevent or reduce pollutants through the
12 development and application of Best Management Practices (“BMPs”), which must be
13 included and updated in the SWPPP; (3) when necessary, implement additional BMPs
14 to reduce and eliminate discharges necessary to comply with any and all applicable
15 Water Quality Standards (“WQS”), including as of July 1, 2020, compliance with the
16 Permit’s water-quality based numeric effluent limits (“NELs”); and (4) implement a
17 monitoring and reporting program designed to assess compliance with the General
18 Permit;

19 **WHEREAS**, on June 12, 2020, Plaintiff issued a notice of intent to file suit
20 (“60-Day Notice”) to Kingspan, its registered agent, the Administrator of the United
21 States Environmental Protection Agency (“EPA”), the Executive Director of the State
22 Water Resources Control Board (“State Water Board”), the Executive Director of the
23 Santa Ana Regional Water Quality Control Board (“Regional Water Board”), and the
24 Regional Administrator of EPA Region IX, alleging violations of the Clean Water Act
25 and the General Permit at the Facility;

26 **WHEREAS**, on August 12, 2020, Coastkeeper filed a complaint against
27 Kingspan in the Central District of California, Civil Case No. 8:20-cv-01498-DOC-
28 DFM (“Complaint”);

1 **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit and
2 CWA for pollutants discharged from three (3) discharge points at the Facility to the
3 municipal separate storm sewer system, which flows to the Santa Ana Delhi Channel,
4 the Upper Newport Bay, the Lower Newport Bay, and the Pacific Ocean (collectively
5 referred to as the “Receiving Waters”);

6 **WHEREAS**, Kingspan denies all allegations in the 60-Day Notice and the
7 Complaint and reserves all rights and defenses with respect to such allegations and
8 claims;

9 **WHEREAS**, the Settling Parties agree that it is in their mutual interest to enter
10 into a Consent Decree setting forth terms and conditions appropriate to resolving the
11 allegations set forth in the 60-Day Notice and Complaint without further proceedings;

12 **WHEREAS**, all actions taken by Kingspan pursuant to this Consent Decree
13 shall be made in compliance with all applicable federal, state and local rules and
14 regulations.

15 **NOW THEREFORE, IN FURTHERANCE OF THIS CONSENT**
16 **DECREE ONLY, IT IS HEREBY STIPULATED BETWEEN THE SETTLING**
17 **PARTIES AND ORDERED AND DECREED BY THE COURT AS FOLLOWS:**

18 1. The Court has jurisdiction over the subject matter of this action pursuant
19 to Section 505(a)(1)(A) of the CWA, [33 U.S.C. § 1365\(a\)\(1\)\(A\)](#).

20 2. Venue is appropriate in the Central District Court pursuant to Section
21 505(c)(1) of the CWA, [33 U.S.C. § 1365\(c\)\(1\)](#), because the Facility at which the
22 alleged violations are taking place is located within this District.

23 3. The Complaint states a claim upon which relief may be granted against
24 Kingspan pursuant to Section 505 of the CWA, [33 U.S.C. § 1365](#).

25 4. Coastkeeper has standing to bring this action.

26 5. The Court shall retain jurisdiction over this action for purposes of
27 interpreting, modifying, or enforcing the terms of this Consent Decree, or as long
28

1 thereafter as necessary for the Court to resolve any motion to enforce this Consent
2 Decree, but only regarding issues raised within the term of this Consent Decree.

3 **I. OBJECTIVES**

4 6. It is the express purpose of the Settling Parties through this Consent
5 Decree to further the objectives of the Clean Water Act and to resolve all issues
6 alleged by Coastkeeper in its 60-Day Notice and Complaint. These objectives include
7 compliance with the provisions of this Consent Decree, compliance with all terms and
8 conditions of the General Permit, and compliance with all applicable sections of the
9 CWA.

10 **II. AGENCY REVIEW AND CONSENT DECREE TERM**

11 **A. Agency Review of Consent Decree**

12 7. Agency Review. Plaintiff shall submit this Consent Decree to the United
13 States Department of Justice (“DOJ”) and the EPA (the “Federal Agencies”), within
14 three (3) business days of the final signature of the Parties, for agency review
15 consistent with [40 C.F.R. § 135.5](#). The agency review period expires forty-five (45)
16 days after receipt by the Federal Agencies, as evidenced by certified return receipts,
17 copies of which shall be provided to Kingspan. In the event that the Federal Agencies
18 object to entry of this Consent Decree, the Parties agree to meet and confer to attempt
19 to resolve the issue(s) raised by the Federal Agencies.

20 8. Court Notice. Plaintiff shall notify the Court of the receipt date by the
21 Federal Agencies, as required by [40 C.F.R. § 135.5](#) to ensure compliance with the
22 mandatory 45-day review period.

23 9. Entry of Consent Decree. Following expiration of the Federal Agencies’
24 45-day review period, Plaintiff shall submit the Consent Decree to the Court for entry.

25 **B. Effective Date and Term of Consent Decree**

26 10. Effective Date. The Effective Date of this Consent Decree shall be the
27 date of entry by the Court.
28

1 11. Term & Termination. This Consent Decree shall terminate two (2) years
2 after the implementation of the Advanced Treatment Plan (as defined in Paragraph
3 14.2) or four (4) years from the Effective Date, whichever is later, unless one of the
4 Settling Parties has invoked Dispute Resolution in accordance with Section IV of this
5 Consent Decree, in which case the Consent Decree will terminate within the earlier of
6 fifteen (15) days of notice by the Settling Parties that invoked Dispute Resolution that
7 the dispute has been fully resolved or an order of the Court resolving the dispute and
8 terminating the Consent Decree.

9
10 12. Early Termination. Notwithstanding Paragraph 11 above, starting with
11 the 2021-2022 reporting year,¹ if Kingspan has no exceedances of any numeric limit
12 in Table 1 of this Consent Decree (“Table 1 Limits”) for eight (8) consecutive
13 sampling events, this Consent Decree shall terminate at the expiration of the reporting
14 year of the last such sampling event, provided that any outstanding payments under
15 this Consent Decree have been made to Coastkeeper.² Upon completion of such
16 payments, including stipulated payments, if any are required, this Consent Decree will
17 terminate without further notice. If Kingspan ceases industrial operations at the
18 Facility and files a Notice of Termination (“NOT”) under the General Permit prior to
19 the termination of this Consent Decree, Kingspan shall send Coastkeeper a copy of the
20 proposed NOT concurrently as it is submitted to the Regional Board. Within ten (10)
21 calendar days of the Regional Board’s approval of the NOT, Kingspan shall notify
22 Coastkeeper in writing of the approval and remit all outstanding payments, including
23 stipulated payments, if any are required, to Coastkeeper and this Consent Decree will
24 terminate without further notice. In the event Kingspan ceases industrial operations at
25 _____

26 ¹ As defined in the General Permit, a reporting year begins on July 1 and ends on June
27 30.

28 ² Qualification for early termination is based on individual sample results; no
averaging shall be considered.

1 either but not both of the 401 Location or the 302 Location, then, Kingspan shall
2 notify the Stormwater Multiple Application and Report Tracking System
3 (“SMARTS”) of the date of cessation of industrial operations, with a copy to
4 Coastkeeper consistent with the requirements of Paragraph 30, and, provided any
5 outstanding payments under this Consent Decree have been made to Coastkeeper,
6 Kingspan shall have no further obligation pursuant to this Consent Decree as to that
7 Location as of the date of Kingspan’s cessation of industrial operations at that
8 Location.
9

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

11 **A. Storm Water Pollution Control Best Management Practices**

12 13. Current and Additional Best Management Practices. In addition to
13 maintaining the current BMPs described in the Facility’s SWPPP, Kingspan shall (1)
14 develop and implement the BMPs identified herein, and (2) develop and implement
15 pursuant to Paragraphs 22-23 such additional BMPs as may be necessary to achieve
16 the Table 1 Limits.

17 14. 401 Location Structural BMPs

18 14.1. Kingspan shall develop, fully install, and operate advanced
19 treatment to treat all storm water discharging from the 401 Location consistent with
20 the flow-based BMP standards from the General Permit (Section X.H.6.b) and
21 sufficient to meet the Table 1 Limits.

22 14.2. **Within sixty (60) days of the Effective Date or July 1, 2021,**
23 **whichever is later,** Kingspan shall submit to Coastkeeper a plan detailing the advanced
24 treatment system to be installed at the 401 Location pursuant to Paragraph 14.1
25 (“Advanced Treatment Plan”). The Advanced Treatment Plan shall include the
26 manufacturer of the advanced treatment system; the specifications meeting the flow-
27 based BMP standard from Section X.H.6.b of the General Permit; a description of
28

1 how the advanced treatment system will achieve Table 1 Limits; and an
2 implementation schedule for acquiring any necessary permits, ordering equipment,
3 and other steps necessary to install and make the advanced treatment system
4 operational. Coastkeeper shall have fifteen (15) days upon receipt of the plan to
5 provide Kingspan with comments. Within fifteen (15) days of receiving Coastkeeper's
6 comments, Kingspan shall respond to each of Coastkeeper's comments by explaining
7 how it has modified the Advanced Treatment Plan accordingly or why it does not feel
8 it is appropriate to do so. Any disputes as to the adequacy of the Advanced Treatment
9 Plan shall be resolved pursuant to the dispute resolution provisions of this Consent
10 Decree, set out in Section IV below.

11
12 14.3. Provided the Advanced Treatment Plan is not disputed, no
13 later than September 30, 2021, Kingspan will prepare and submit the documents
14 necessary to obtain all legally required permits, approvals, and authorizations for
15 implementing the Advanced Treatment Plan. Kingspan shall notify Coastkeeper
16 within ten (10) days of receipt of all legally required permits, approvals, and
17 authorizations for implementing the Advanced Treatment Plan.

18 14.4. Kingspan will implement the Advanced Treatment Plan as
19 soon as practicable, but no later than 180 days, after receipt of all required permits,
20 approvals, and authorizations.

21 15. 302 Location Structural BMPs: As of the Effective Date, Kingspan shall
22 install and maintain a catch basin filter, designed to reduce pollutant concentrations
23 sufficient to meet Table 1 limits, at the catch basin at the 302 Location.

24 16. Facility-Wide BMPs:

25 16.1. No later than October 31, 2021, Kingspan shall install a
26 berm designed to minimize or eliminate run-on from the areas adjacent to the Facility
27 as shown in Exhibit A.
28

1 16.2. No later than July 1, 2021, Kingspan shall install and
2 maintain downspout filters to treat all stormwater running off the buildings at the
3 Facility that discharges to storm drains, as shown in Exhibit A.

4 16.3. As of the Effective Date, Kingspan shall vacuum sweep the
5 impervious exterior surfaces of the Facility at least once a day from October 1 through
6 May 31 and at least once a week at all other times of the year. Kingspan shall
7 maintain a log of sweeping events to document compliance with this Paragraph and
8 shall provide Coastkeeper with a copy of these records within fifteen (15) business
9 days of receipt of a written request.

10 **B. Sampling at the Facility**

11 17. Kingspan shall develop a MIP consistent with the General Permit. During
12 the term of this Consent Decree, Kingspan shall collect samples of storm water
13 discharge from each discharge location identified in the Facility’s SWPPP
14 (“Discharge Location”). Kingspan shall collect storm water samples from each
15 Discharge Location from at least four (4) qualified storm events (“QSEs”) as defined
16 in and required by the General Permit in each reporting year (i.e., two QSEs during
17 the first half of the reporting year and two QSEs during the second half of the
18 reporting year). If, prior to March 1 of a reporting year, Kingspan has collected
19 samples from two (2) or fewer QSEs, Kingspan shall, to the extent feasible, collect
20 samples during as many QSEs as necessary until a minimum of four (4) storm events
21 have been sampled for the reporting year. The requirement to sample four (4) QSEs
22 shall not apply to the extent there are fewer than four (4) QSEs in any given reporting
23 year, if Kingspan has otherwise complied with this Paragraph. Any failure to collect
24 samples from four (4) QSEs in a reporting year or as otherwise required by this
25 Consent Decree shall be documented and submitted to Coastkeeper by June 30 of that
26 reporting year.
27
28

1 18. Sampling Parameters. All samples collected pursuant to this Consent
2 Decree shall be analyzed for the parameters listed in Table 1.

3 19. Laboratory and Holding Time. All samples, other than pH samples, will
4 be sent to a California state certified environmental laboratory for analysis within
5 allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of samples for pH will
6 be conducted onsite using a calibrated portable instrument for pH in accordance with
7 the manufacturer's instructions.

8 20. Detection Limit. Kingspan shall request that the laboratory use analytical
9 methods adequate to detect the individual contaminants at or below the values
10 specified in the General Permit and Table 1 below.

11 21. Reporting. Kingspan shall provide complete laboratory results of all
12 samples collected at the Facility pursuant to the requirements of the General Permit to
13 Coastkeeper simultaneously as they are submitted to SMARTS (no later than thirty
14 (30) days from receipt of laboratory results). Kingspan may satisfy this requirement
15 by providing notice to Coastkeeper via email that said documents have been uploaded
16 to SMARTS.
17

18 **C. Reduction of Pollutants in Discharges**

19 22. Numeric Limits and Action Plan Triggers. Kingspan shall develop and
20 implement BMPs to reduce pollutants in storm water at the Facility to levels at or
21 below those in Table 1. With regards to the 401 Location following implementation of
22 the BMPs described in Paragraph 14, and with regards to the 302 Location following
23 implementation of the BMPs described in Paragraph 15, and for the remainder of the
24 term of this Consent Decree, the Action Plan requirements set forth in Paragraph 23
25 shall be triggered if, for any individual constituent in Table 1, there is one (1) or more
26 exceedances of the instantaneous numeric limit or an average annual exceedance of a
27 non-instantaneous numeric limit in stormwater samples collected from a QSE as set
28

1 forth in Paragraph 17. A sample result shall not be considered an exceedance for the
 2 purpose of triggering an Action Plan for any analyte other than zinc, if Kingspan has
 3 submitted to Coastkeeper a Non-Industrial Pollutant Source Demonstration and/or
 4 Natural Background Source Demonstration consistent with the requirements of
 5 Section XII.D.2 of the General Permit demonstrating to Coastkeeper's reasonable
 6 satisfaction that the pollutant contribution from its industrial activities by itself does
 7 not result in an exceedance of the applicable Table 1 Limit.
 8

9 **Table 1. Numeric Limits for Storm Water Discharges**

| Analyte | Instantaneous Numeric Limit | Non-Instantaneous Numeric Limit | Source of Limit |
|--------------------------|-----------------------------|---------------------------------|--|
| Total Suspended Solids | 400 mg/L | 100 mg/L | 2015 EPA Benchmark General Permit, Table 2 |
| Nitrate+Nitrite-Nitrogen | -- | 0.68 mg/L | 2015 EPA Benchmark General Permit, Table 2 |
| Zinc ³ | 0.095 mg/L | -- | General Permit, Attachment E, Table E-2 |
| Iron | -- | 1.0 mg/L | 2015 EPA Benchmark General Permit, Table 2 |
| Oil and Grease | -- | 15 mg/L | 2015 EPA Benchmark General Permit, Table 2 |
| Aluminum | -- | 0.75 mg/L | 2015 EPA Benchmark General Permit, Table 2 |
| pH | 6.5-8.5 s.u. | -- | Basin Plan |

22
 23 23. Action Plan for Table 1 Exceedances. In the event that the requirement to
 24 prepare an Action Plan is triggered at the Facility pursuant to Paragraph 22, Kingspan
 25 shall prepare a plan for reducing and/or eliminating the discharge of the contaminant
 26

27
 28 ³ For the Zinc standard in Table 1 sampling analysis shall be recorded in dissolved metals.

1 in question at the Facility (“Action Plan”). In any reporting year that an Action Plan
2 is required, it shall be submitted no later than August 15 of the following reporting
3 year. In no event will more than one (1) Action Plan and one (1) Action Plan Payment
4 be required for the Facility in any reporting year.

5 23.1. Action Plan Requirements. Each Action Plan submitted shall
6 include at a minimum: (1) the identification of all contaminant(s) discharged in excess
7 of the numeric limit(s) in Table 1; (2) an assessment of the source of each contaminant
8 exceedance; (3) the identification of any additional BMPs that shall be implemented to
9 achieve compliance with the numeric limit(s), as well as the design plans and
10 calculations of such additional BMPs, if any; and (4) time schedules for
11 implementation of the proposed BMPs. The time schedule(s) for implementation shall
12 ensure that all BMPs are implemented as soon as practicable, but in no case later than
13 October 1 of the upcoming reporting year for non-structural BMPs (for example,
14 housekeeping BMPs) and December 31 of the upcoming reporting year for structural
15 BMPs (for example, implementation of alternative filter media in the advanced
16 treatment system) unless otherwise mutually agreed to by the Parties. Kingspan shall
17 notify Coastkeeper in writing when the Action Plan has been implemented.

18 23.2. Action Plan Review. Coastkeeper shall have thirty (30) days
19 upon receipt of Kingspan’s Action Plan to provide Kingspan with comments. Within
20 thirty (30) days of receiving Coastkeeper’s proposed revisions to an Action Plan,
21 Kingspan shall consider each of Coastkeeper’s recommended revisions and accept
22 them or justify in writing why any comment is not incorporated. Action Plan(s)
23 developed and implemented pursuant to this Consent Decree are an obligation of this
24 Consent Decree. Any disputes as to the adequacy of the Action Plan shall be resolved
25 pursuant to the dispute resolution provisions of this Consent Decree, set out in Section
26 IV below.
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1 23.3. Action Plan Payments. Kingspan shall pay Five Thousand
2 Dollars (\$5,000) each time an Action Plan is submitted to Coastkeeper. Payments
3 shall be made to “Orange County Coastkeeper” and delivered by overnight delivery,
4 unless payment via wire transfer, to: Orange County Coastkeeper, 3151 Airway
5 Avenue, Suite F-110, Costa Mesa, CA 92626. Failure to submit a payment as required
6 under this Paragraph will constitute a breach of the Consent Decree.

7 **D. Visual Observations**

8 24. Storm Water Discharge Observations. During the term of this Consent
9 Decree, Kingspan shall conduct visual observations at each Discharge Location
10 consistent with the requirements of the General Permit when sampled as a result of a
11 QSE. Such visual observations shall be conducted during the Facility’s normal
12 operating hours.

13 25. Non-Storm Water Discharge Observations. During the life of this
14 Consent Decree, Kingspan shall conduct monthly non-storm water visual observations
15 at each discharge location consistent with the requirements of the General Permit.

16 26. Visual Observations Records. Kingspan shall maintain observation
17 records to document compliance with Paragraphs 24 and 25 and shall provide
18 Coastkeeper with a copy of those records within fifteen (15) business days of receipt
19 of a written request from Coastkeeper for those records.

20 27. Employee Training Program. Within forty-five (45) days of the Effective
21 Date, Kingspan shall identify and develop and implement an employee training
22 program for those Kingspan personnel who have responsibility for the implementation
23 of any portion of the SWPPP, including the MIP, or compliance with other terms of
24 the General Permit or this Consent Decree (“Designated Employees”), to reflect the
25 new measures that are contained in this Consent Decree.

26 27.1. Training shall be provided by a Qualified Industrial Storm
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1 Water Practitioner (“QISP”, as defined in Section IX.A of the General Permit)
2 familiar with the requirements of this Consent Decree and the General Permit.

3 27.2. All Designated Employees shall participate in the training
4 program annually. New Designated Employees shall participate in the training
5 program within thirty (30) days of their hiring date.

6 27.3. Kingspan shall maintain training records to document
7 compliance with this Paragraph and shall provide Coastkeeper with a copy of these
8 records within fifteen (15) business days of receipt of a written request.

9 28. SWPPP and MIP Revisions and Update. Within forty-five (45) days of
10 the Effective Date, Kingspan shall amend the Facility’s SWPPP and MIP to
11 incorporate the requirements in this Consent Decree and to identify the positions and
12 persons responsible for carrying out storm water management, monitoring, sampling,
13 and SWPPP implementation. Kingspan agrees to submit the updated SWPPP and MIP
14 to Coastkeeper upon completion for review and comment.

15 28.1. Review of SWPPP and/or MIP. Coastkeeper shall have
16 thirty (30) days from receipt of the amended SWPPP and/or MIP to propose any
17 changes. Within thirty (30) days of receiving Coastkeeper’s comments and proposed
18 changes to the SWPPP, Kingspan shall consider each of the comments and proposed
19 changes and either accept them or justify in writing why a change is not incorporated.

20 28.2. Kingspan shall revise the SWPPP and MIP if there are any
21 material changes in the Facility’s operations, including but not limited to changes in
22 Discharge Locations or BMPs within thirty (30) days of the changes, which will be
23 subject to Coastkeeper’s review and comment as provided in Paragraph 28.1 above.

24 28.3. The Parties agree to work in good faith to resolve any
25 disputes with respect to the SWPPP or MIP, and any remaining disputes will be
26 resolved through timely initiation of the dispute resolution procedures in Section IV
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28

1 below.

2 **E. Compliance Monitoring and Reporting**

3 29. Every year during the life of this Consent Decree, Coastkeeper may
4 conduct two site inspections per reporting year (“Site Inspection”), one during wet
5 weather and one during dry weather, for the purpose of ensuring compliance with this
6 Consent Decree and the General Permit.

7 29.1. In the event of a dispute regarding Kingspan’s compliance
8 with this Consent Decree and provided a Site Inspection would be relevant to
9 resolving the Parties’ dispute, the Parties agree to meet and confer regarding an
10 additional Site Inspection for the term of the Consent Decree at Plaintiff’s request.
11 Plaintiff shall not unreasonably request, and Kingspan shall not unreasonably deny,
12 one additional Site Inspection.

13 29.2. Any Site Inspection shall occur during normal business
14 hours, and Coastkeeper will provide Kingspan with at least twenty-four (24) hours’
15 notice prior to a Site Inspection in anticipation of wet weather and seventy-two (72)
16 hours’ notice during dry weather. For any Site Inspection requested to occur in wet
17 weather (“Wet Weather Inspection”), Plaintiff shall be entitled to adjust timing or
18 reschedule during normal business hours as identified in the SWPPP in the event the
19 forecast changes and anticipated precipitation appears unlikely, and thus frustrates the
20 purpose of visiting the Facility in wet weather. Notice will be provided by telephone
21 and electronic mail to the individual(s) designated below at Paragraph 55.

22 29.3. The conduct of Coastkeeper and any of its representatives
23 during any Site Inspection shall be limited to the exterior of Facility buildings and
24 structures and governed by the Access Agreement attached hereto as Exhibit B to this
25 Consent Decree.

26 29.4. During the Wet Weather Inspection, Plaintiff may ask
27
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1 Kingspan to collect and provide to Coastkeeper a split sample of industrial storm
2 water discharge from the Facility's designated industrial discharge point(s) referenced
3 in its SWPPP, to the extent that such discharges are occurring. Coastkeeper shall be
4 permitted to take photographs or video recording (subject to approval by Kingspan as
5 set forth in Exhibit B) during any Site Inspection and retain a split sample of any
6 industrial storm water discharged sampled on behalf of Coastkeeper. If Coastkeeper
7 takes photographs, video recordings, or other recordings during any Site Inspection, it
8 shall provide Kingspan with copies of such photographs or recordings within five (5)
9 business days after the Site Inspection.

10
11 30. Document Provision. During the term of this Consent Decree, Kingspan
12 shall notify and submit documents to Coastkeeper as follows:

13 30.1. Kingspan shall copy Coastkeeper on all compliance
14 documents, monitoring and/or sampling data, written communications and/or
15 correspondences, or any documents related to storm water quality at the Facility that
16 are submitted to the Regional Board, including documents submitted via SMARTS;
17 the State Board; and/or any state or local agency, county or municipality.

18 30.2. Any compliance document, inspection report, written
19 communication and/or correspondence, or any document related to storm water
20 quality at the Facility received by Kingspan from the Regional Board, the State Board,
21 and/or any state or local agency, county, municipality shall be sent to Coastkeeper
22 within ten (10) days of receipt by Kingspan. Kingspan shall mail paper copies or
23 email electronic copies of documents to Coastkeeper at the relevant notice address
24 contained below. Alternatively, to the extent Kingspan submits such documents to the
25 Regional Board or State Board via SMARTS, Kingspan may satisfy this requirement
26 by providing notice to Coastkeeper via email that said documents have been uploaded
27 to SMARTS within seven (7) calendar days of uploading said documents.
28

1 31. Compliance Monitoring. Kingspan agrees to partially defray costs
2 associated with Plaintiff’s monitoring of Kingspan’s compliance with this Consent
3 Decree in the amount of: Twenty-Two Thousand Five Hundred Dollars (\$22,500) to
4 cover the first three (3) years of the term of the Consent Decree and Seven Thousand
5 Five Hundred Dollars (\$7,500) each year thereafter the Consent Decree is in effect.
6 The first payment of Twenty-Two Thousand Five Hundred Dollars (\$22,500) shall be
7 made within thirty (30) days of the Effective Date. Each payment thereafter shall be
8 made on January 15 of each year, beginning with January 15, 2024. All payments
9 pursuant to this Paragraph shall be made payable to “Orange County Coastkeeper”
10 and delivered by overnight delivery, unless payment via wire transfer, to: Orange
11 County Coastkeeper, 3151 Airway Avenue, Suite F-110, Costa Mesa, CA 92626.
12 Failure to submit payment as required under this Paragraph will constitute breach of
13 the Consent Decree.
14

15 **F. Environmental Mitigation, Litigation Fees and Costs, Stipulated Penalties,**
16 **and Interest**

17 32. Environmental Mitigation Project. To remediate the alleged
18 environmental harms resulting from allegations in the Complaint, Kingspan agrees to
19 make a payment of Thirty Thousand Dollars (\$30,000) to the Newport Bay
20 Conservancy for projects to benefit the water quality and habitat of Newport Bay. The
21 payment shall be made within thirty (30) days of the Effective Date payable to the
22 “Newport Bay Conservancy” and delivered to P.O. Box 10804, Newport Beach, CA
23 92658. Kingspan shall provide Coastkeeper with a copy of such payment.
24

25 33. Coastkeeper’s Fees and Costs. Kingspan agrees to pay a total of Ninety
26 Thousand Dollars (\$90,000) to Coastkeeper to partially reimburse Plaintiff for its
27 investigation fees and costs, expert/consultant fees and costs, reasonable attorneys’
28 fees, and other costs incurred as a result of investigating and filing the lawsuit and

1 negotiating a resolution of this matter. The payment in full shall be made within thirty
2 (30) days of the Effective Date and delivered by certified mail or overnight delivery
3 made payable to “Orange County Coastkeeper” and delivered by overnight delivery,
4 unless payment via wire transfer, to: Orange County Coastkeeper, 3151 Airway
5 Avenue, Suite F-110, Costa Mesa, CA 92626.

6 34. Kingspan shall make a stipulated payment of One Thousand Dollars
7 (\$1,000) for each missed deadline included in this Consent Decree, provided that
8 Coastkeeper gives written notice to Kingspan of such missed deadline and Kingspan
9 has not responded to Coastkeeper and cured (as necessary) such missed deadline
10 within seven (7) business days of receipt of such notice or has received a further
11 extension of such deadline in writing from Coastkeeper. Payments for missed
12 deadlines shall be made to: Newport Bay Conservancy, ATTN: OCCK v. Kingspan
13 LLC. Kingspan agrees to make the stipulated payment within thirty (30) days of a
14 missed deadline or failure to sample. Unless otherwise timely cured after notice from
15 Coastkeeper, Kingspan shall provide Coastkeeper with a copy of each such payment
16 at the time it is made.
17

18 35. Interest on Late Payments: Kingspan shall pay interest on any payments,
19 fees, or costs owed to Coastkeeper under this Consent Decree that Coastkeeper has not
20 received by the due date. The interest shall accrue starting the first day after the
21 payment is due and shall be computed pursuant to the rate for civil judgments as set
22 forth in 28 U.S.C. § 1961. Interest on late payments shall be made payable to
23 Coastkeeper and sent to the address listed in Paragraph 55, below.

24 **IV. Dispute Resolution**

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

1 Parties shall then meet and confer in good faith (either telephonically or in person)
2 within ten (10) days of the date of the notice in an attempt to fully resolve the dispute
3 no later than thirty (30) days from the date of the notice. The Settling Parties may
4 agree to extend this time frame to a mutually agreeable date in an effort to resolve the
5 dispute without further proceedings.

6 37. Settlement Conference. If the Parties cannot resolve the dispute within
7 thirty (30) days of the meet and confer described in Paragraph 36 (or such longer
8 period to which the Parties may agree), the Parties agree that the dispute may be
9 submitted for formal resolution by filing a motion before the United States District
10 Court for the Central District of California. The Parties agree to request an expedited
11 hearing schedule on the motion.
12

13 38. In resolving any dispute arising from this Consent Decree before the
14 Court, the Parties shall be entitled to seek fees and costs incurred pursuant to the
15 provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. § 1365(d),
16 and applicable case law interpreting such provisions.

17 **V. Mutual Release of Liability and Covenant Not to Sue**

18 39. Plaintiff's Waiver and Release of Kingspan. In consideration of the
19 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf and
20 on behalf of its officers and directors, release Kingspan, its officers, directors,
21 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors
22 or assigns, agents, attorneys and other representatives, from and waives all claims that
23 were or could have been raised based on the allegations in the 60-Day Notice and/or
24 the Complaint up to and including the date this Consent Decree is fully terminated,
25 including but not limited to all claims for injunctive relief, penalties, fees (including
26 attorney, expert and consulting fees), costs, expenses or any other sum incurred or
27 claimed, and all such claims are hereby waived. The provisions of this Paragraph shall
28

1 survive the expiration or termination of this Consent Decree.

2 40. Kingspan's Waiver and Release of Plaintiff. In consideration of the
3 above, upon the Effective Date of this Consent Decree, Kingspan, on its own behalf
4 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and
5 each of their successors or assigns, release Plaintiff, its officers and directors, from
6 and waives all claims related to the 60-Day Notice and/or the Complaint up to and
7 including the date this Consent Decree is fully terminated, including but not limited to
8 all claims for injunctive relief, penalties, fees (including attorney, expert and
9 consulting fees), costs, expenses or any other sum incurred or claimed, and all such
10 claims are hereby waived. The provisions of this Paragraph shall survive the
11 expiration or termination of this Consent Decree.
12

13 41. Other than with regard to matters waived pursuant to Paragraphs 39-40,
14 nothing in this Consent Decree limits or otherwise affects the Parties' rights to address
15 or take any position that it deems necessary or appropriate in an informal or formal
16 proceeding before the State Water Board, Regional Water Board, EPA, or any other
17 judicial or administrative body on any matter relating to the General Permit or the
18 Clean Water Act occurring or arising after the Effective Date. Notwithstanding the
19 foregoing, Coastkeeper agrees that it will not advocate for requirements or timelines
20 more stringent than those requirements or timelines reflected in the Consent Decree on
21 any pending or future application for a time schedule order submitted by Kingspan to
22 the Regional Board.

23 **VI. Miscellaneous Provisions**

24 42. No Admission. The Parties enter into this Consent Decree for the
25 purpose of avoiding prolonged and costly litigation. Nothing in this Consent Decree
26 nor any payment pursuant to the Consent Decree shall constitute or be construed as,
27 and Kingspan expressly does not intend to imply such constitutes or is to be construed
28

1 as, a finding, adjudication, or acknowledgement of any fact, law or liability, or an
2 admission of violation of any law, rule, or regulation. Kingspan maintains and
3 reserves all defenses it may have to any alleged violations that may be raised in the
4 future. Likewise, compliance with this Consent Decree does not mean that Kingspan
5 is complying with the General Permit, the Clean Water Act, or any other law, rule, or
6 regulation.

7 43. Counterparts. This Consent Decree may be executed in any number of
8 counterparts, all of which together shall constitute one original document. Copies of
9 original signatures transmitted by electronic mail in .pdf format shall be deemed to be
10 originally executed counterparts of this Consent Decree.

11 44. Authority. The undersigned representatives for Plaintiff and Kingspan
12 each certify that s/he is fully authorized by the party whom s/he represents to enter
13 into this Consent Decree. A Party's signature to this Consent Decree transmitted by
14 electronic mail shall be deemed binding.

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

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

22 47. Integration Clause. This is an integrated Consent Decree. This Consent
23 Decree is intended to be a full and complete statement of the terms of the agreement
24 between the Parties and expressly supersedes any and all prior oral or written
25 agreements, covenants, representations, and warranties (express or implied)
26 concerning the subject matter of this Consent Decree.
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1 48. Severability. In the event that any provision, paragraph, section, or
2 sentence of this Consent Decree is held by a court to be unenforceable, the validity of
3 the enforceable provisions shall not be adversely affected.

4 49. Choice of Law. The laws of the United States shall govern this Consent
5 Decree.

6 50. Diligence. Kingspan shall diligently file and pursue all required permit
7 applications for the structural BMPs and shall diligently procure contractors, labor,
8 and materials needed to complete all BMPs by the required deadlines.

9 Notwithstanding the foregoing, Kingspan's compliance with this Consent Decree shall
10 be excused to the extent caused by governmental permitting delays (where necessary
11 governmental approvals have not been issued timely notwithstanding Kingspan's
12 timely submittal of requests for such approvals) or any Force Majeure events as
13 defined in Paragraph 54.

14 51. Negotiated Settlement. The Settling Parties have negotiated this Consent
15 Decree and agree that it shall not be construed against the party preparing it, but shall
16 be construed as if the Settling Parties jointly prepared this Consent Decree, and any
17 uncertainty and ambiguity shall not be interpreted against any one party.

18 52. Modification of the Consent Decree. This Consent Decree, and any
19 provisions herein, may not be changed, waived, or discharged unless by a written
20 instrument, signed by the Parties. Any request to modify any provision of the Consent
21 Decree, including but not limited to any deadline(s) set forth herein, must be made in
22 writing at least fourteen (14) days before the existing deadline(s) applicable to the
23 provision(s) proposed to be modified.

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

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

21 55. **Mailing of Documents to Coastkeeper/Notices/Correspondence:** Any
22 notices or documents required or provided for by this Consent Decree or related
23 thereto that are to be provided to Coastkeeper pursuant to this Consent Decree shall
24 be, to the extent feasible, sent via electronic mail transmission to the e-mail addresses
25 listed below or, if electronic mail transmission is not feasible, via certified U.S. Mail
26 with return receipt, or by hand delivery to the following address:
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1 Orange County Coastkeeper
2 Attention: Sarah Spinuzzi
3 Airway Avenue, Suite F-110
4 Costa Mesa, California 92626
5 E-mail: sarah@coastkeeper.org

6 Unless requested otherwise by Kingspan, any notices or documents required or
7 provided for by this Consent Decree or related thereto that are to be provided to
8 Kingspan pursuant to this Consent Decree shall, to the extent feasible, be provided by
9 electronic mail transmission to the e-mail addresses listed below, or, if electronic mail
10 transmission is not feasible, by certified U.S. Mail with return receipt, or by hand
11 delivery to the addresses below:

12 Ron Caudill
13 Kingspan Light & Air, LLC
14 302 Goetz Ave
15 Santa Ana, CA 92707
16 Email: Ron.Caudill@Kingspan.com

17 With a copy (which shall not constitute notice) to:
18 Sharon Newman
19 Preti Flaherty
20 One City Center
21 Portland, ME 04101
22 Email: snewman@preti.com

23 For notifications of Site Inspections pursuant to Paragraph 29, the following
24 Kingspan representatives shall be copied:

25 Miguel Fernandez (Miguel.Fernandez@Kingspan.com)
26 Glenn Roberts (Glenn.Roberts@Kingspan.com)

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

1 for giving notices.

2 57. Any deadlines related to this Consent Decree that fall on a weekend day
3 or a federal holiday shall be extended to the following business day.

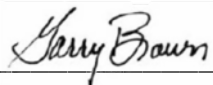
4 58. If for any reason the DOJ or the U.S. District Court for the Central
5 District should decline to approve this Consent Decree in the form presented, the
6 Parties shall use their best efforts to work together to modify the Consent Decree
7 within thirty (30) days so that it is acceptable to the DOJ or the District Court. If the
8 Parties are unable to modify this Consent Decree in a mutually acceptable manner that
9 is also acceptable to the District Court, this Consent Decree shall immediately be null
10 and void as well as inadmissible as a settlement communication under Federal Rule of
11 Evidence 408 and California Evidence Code section 1152.

12
13 The Parties hereto enter into this Consent Decree and submit it to the Court for
14 its approval and entry as a final judgment.


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

17 APPROVED AS TO CONTENT

18
19 Dated: February 4, 2021, 2021

20 By: 
21 Garry Brown
22 Orange County Coastkeeper

23
24 Dated: February 4, 2021, 2021


25 By: 
26 William R. Hogan
27 Kingspan Light & Air, LLC
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APPROVED AS TO FORM

AQUA TERRA AERIS LAW GROUP

Dated: February 4, 2021

By: 
Erica A. Maharg
Attorney for Plaintiff

PRETI FLAHERTY

Dated: February 4, 2021

By: _____
Tyler T. Sheets
Attorney for Defendant

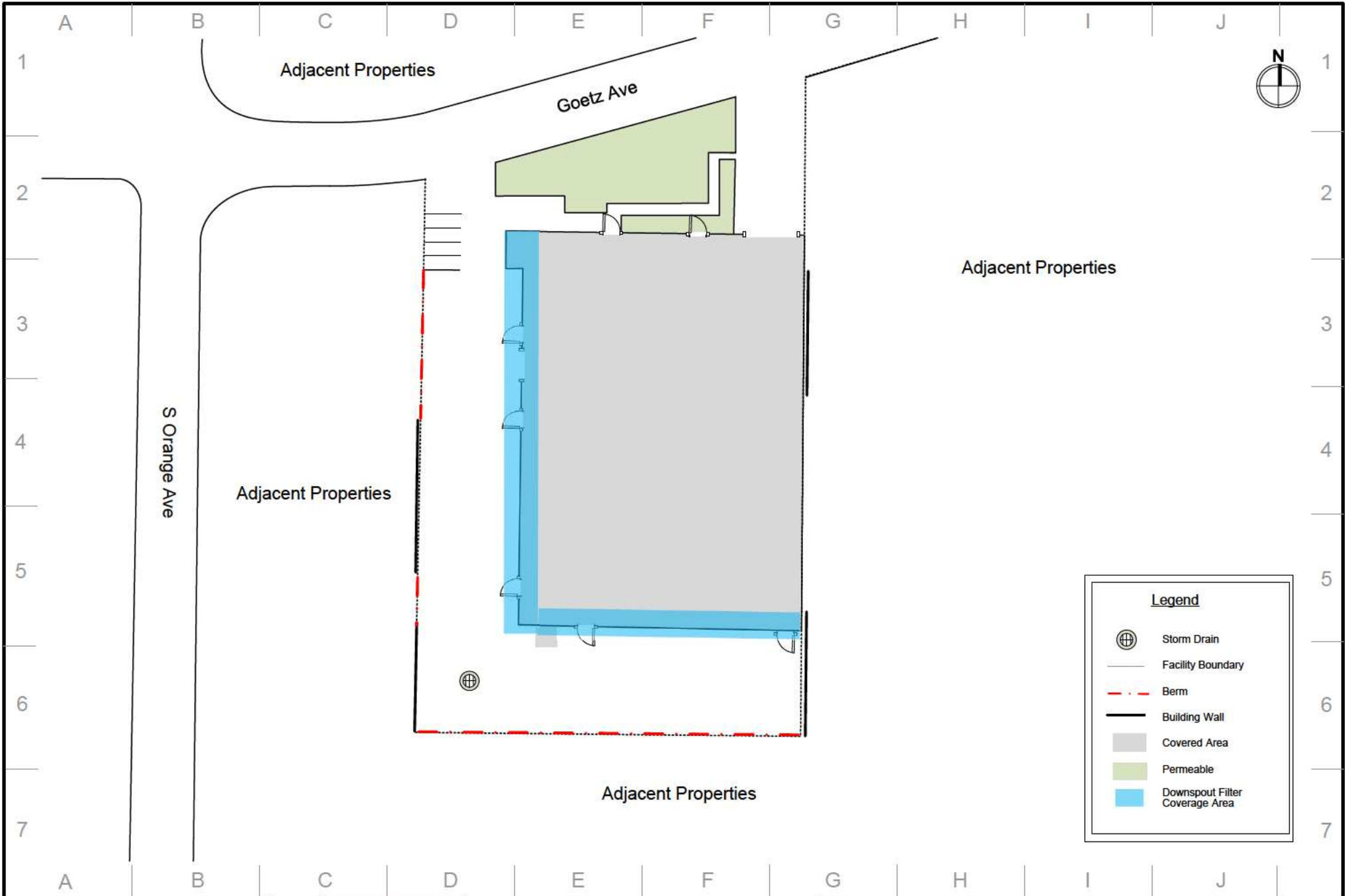
IT IS SO ORDERED.

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

Dated: April 30, 2021


Honorable David O. Carter

EXHIBIT A



Prepared By:



Kingspan Light and Air LLC
 302 E. Goetz Ave.
 Santa Ana, CA 92707

Description

Exhibit A - Site Map

Scale

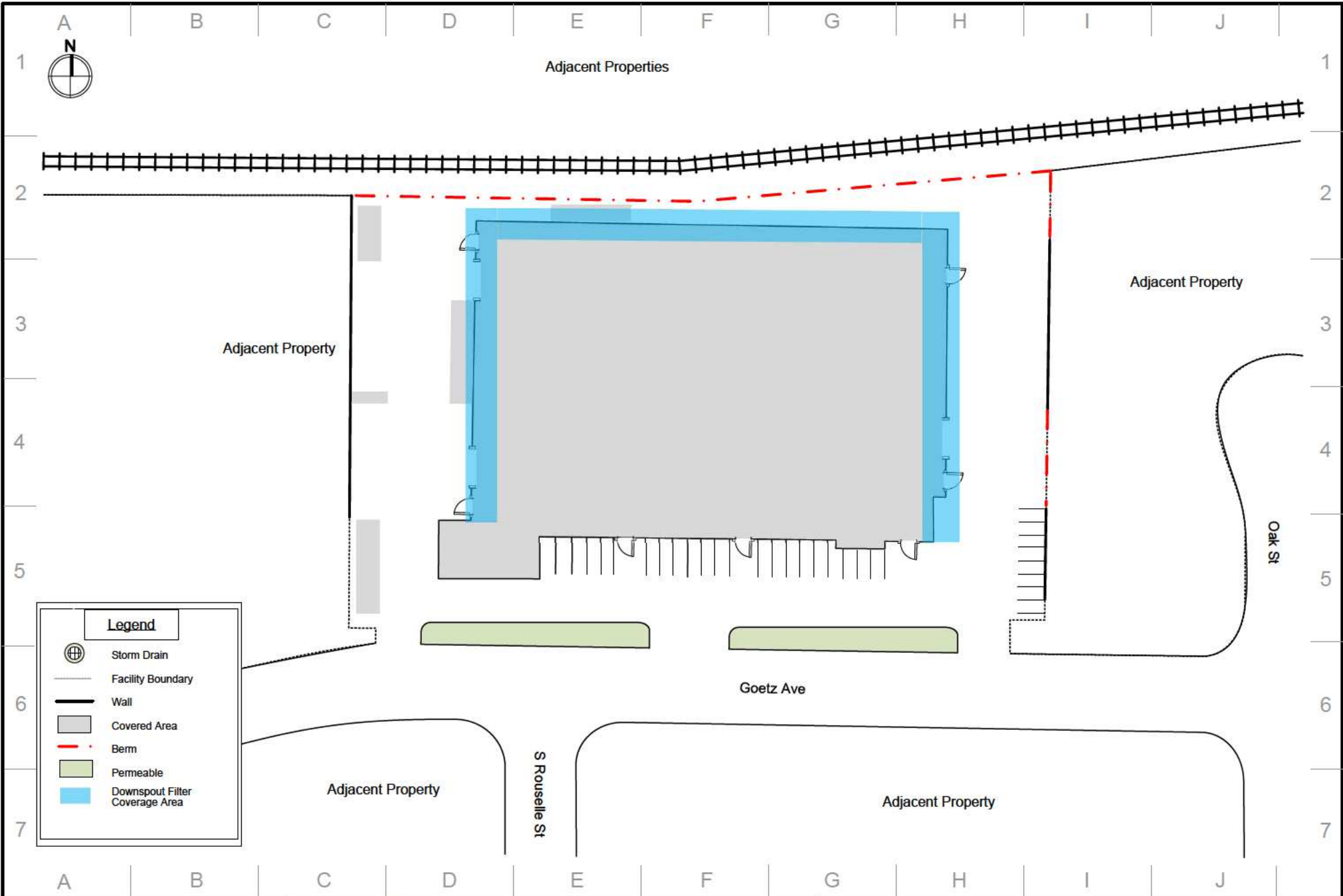
1"=~84'

Date

February 2021

Figure

2



Prepared By:



Kingspan Light and Air LLC
 401 E. Goetz Ave.
 Santa Ana, CA 92707

Description

Exhibit A - Site Map

Scale

1"=~73'

Date

February 2021

Figure

1

EXHIBIT B

EXHIBIT B

KINGSPAN FACILITY ACCESS VISITOR RELEASE FORM AND WAIVER OF LIABILITY

In consideration of being allowed entry to the **KINGSPAN LIGHT & AIR LLC** (Kingspan) facility located at 302 Goetz Avenue and 401 Goetz Avenue, Santa Ana, California (the “Kingspan Site”) to conduct post-settlement Site Inspections (“Site Inspections”) pursuant to the consent decree entered into by and between Kingspan and Orange County Coastkeeper (“Consent Decree”) in *Orange County Coastkeeper v. Kingspan Light & Air LLC*, Civil Case No. 8:20-cv-01498_____, the undersigned hereby enters into this **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** (this “Agreement”) as of the date set forth below.

1. ACKNOWLEDGMENT OF RISKS: The undersigned recognizes and understands that there are personal risks associated with their participation in the Inspection including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, vehicles, property and/or improvements to property that is caused by them related to the undersigned’s entry onto any portion of the Kingspan Site and participation in the Inspection. The undersigned agrees that they shall use due care upon entry onto any portion of the Kingspan Site, and not undertake any act that may result in injury, not interfere with any activities at any portion of the Kingspan Site, or touch or handle any materials found at the any portion of Kingspan Site.

The undersigned further agrees that the following precautions and requirements must be observed at all times during the site visit:

- a. Upon arrival at the facility, all visitors are required to receive and pass a COVID Safety Screen prior to entering the facility grounds;
- b. Visitors are required to provide and wear appropriate closed-toed, flat-soled shoes, an orange or yellow safety vest, safety glasses, a hard hat, and appropriate COVID PPE at all times while on Kingspan property¹;
- c. Visitors may not come within (6) six feet of company personnel;
- d. Visitors may not enter Kingspan buildings or indoor areas without the permission of Kingspan;
- h. All warning signs and barricades must be obeyed;
- i. Do not stray from approved path on the building exterior for ingress and egress;
- k. Be aware of and stay clear of any overhead hazards;
- f. Smoking is prohibited;
- g. Do not touch or walk on wires, piping, ductwork, conduit or other construction materials or products of any kind;
- h. Climbing on ladders or scaffold is prohibited;
- i. Do not lean on or reach beyond any handrails or barricades;
- j. Be aware that walking surfaces may be slippery, uneven or have other impediments and that extreme care should be taken with each step; and
- k. Do not take any photographs, video recordings or other recordings without the prior permission of Kingspan and provide copies of any photographs, videos recordings or recordings taken to Kingspan within five (5) business days after the Inspection.

2. APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES: This agreement applies to any claims, lawsuits, judgments, losses, costs, expenses, liabilities, demands, or causes of action,

¹ All such safety equipment is to be provided by the visitors. Visitors will not be allowed access to the Kingspan Site without the above-described safety equipment.

and costs of defense or settlement (including, without limitation, attorney's fees and court costs), arising out of a Site Inspection, except those resulting from of Kingspan's own negligence or willful misconduct (hereinafter "Claims"). The releases, waivers and indemnities contained in this Agreement expressly shall apply to any and all Claims against Kingspan and any affiliated entities therewith, including their respective present and former officers, employees, directors, shareholders, agents, attorneys, contractors, consultants and any other representative affiliated with the Kingspan Site being visited (the "Released Parties").

3. RELEASE FROM LIABILITY: The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Site Inspection or coming upon any portion of the Kingspan Site and agrees not to sue any of the Released Parties for such Claims. Nothing herein shall be construed to limit, in any way, the use of any evidence obtained by and through the Site Inspection, to support any claims or issues in connection with potential dispute resolution as set forth in the Consent Decree.

4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: Except as provided, above, the undersigned agrees to INDEMNIFY AND HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's participation in the Site Inspection or entry onto any portion of the Kingspan Site. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any Claims for personal injuries or property damage asserted by, through or under the undersigned, arising from or related to the undersigned's entry onto any portion of the Kingspan Site and participation in the Site Inspection. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any property damage they cause at any portion of the Kingspan Site during the Inspection. As used herein, "INDEMNIFY" means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them or damages caused to any portion of the Kingspan Site, including attorneys' fees and costs. The undersigned acknowledges that she/he is not an employee of Kingspan or any Kingspan Affiliate during their visit to the Kingspan Site or any portion thereof and further acknowledges that she/he is not an employee, former employee or contractor of any competitor of Kingspan.

The undersigned understands that this Agreement shall be binding on her/his heirs, executors, successors and assigns, that the Agreement will be governed by the laws of California, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in the United States District Court for Central District of California having jurisdiction over the Consent Decree. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agrees to the terms and conditions above and acknowledges receipt of this Agreement.

I have read the Visitor Release Form and Waiver of Liability carefully, understand its significance, and voluntarily agree to all of its terms.

THIS IS A RELEASE OF LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING

Visitor (print name): _____

Driver's License No.

State of Issue

Signature: _____

Date: _____

NOTE: All required signatures must be completed and this Form returned with a copy of a valid driver's license or other valid picture ID before the Visitor may visit the Kingspan Site or any portion thereof.