

3. The Date the Regional Board Acted

The Regional Board issued the CAO on July 30, 2013.

4. Statement of Reasons Why the Action was Inappropriate or Improper

The issuance of the CAO to TriMas is improper because TriMas is not a Responsible Party ("RP") for the property at issue in the CAO, located at 2015 West Chestnut Street in Alhambra, California (the "Property"). The comments submitted by TriMas on October 12, 2012 in response to the RWQCB's Draft Cleanup and Abatement Order No. R4-2012-0020 ("Draft Order") demonstrate that TriMas is not an RP because (1) TriMas never owned or conducted operations at the Property; and (2) TriMas is not a successor in interest to any liabilities arising from operations conducted at the Property by others. A copy of the letter submitted by TriMas to RWQCB is attached as Exhibit 2. The Regional Board abused its discretion by failing to consider and/or respond to TriMas's comments, and by naming TriMas as an RP in the CAO.

In addition, this action is improper because TriMas has no ability to perform the tasks in the CAO, as it has no right to access the Property to conduct remediation or for any other purpose, nor has it ever had such access. Further, the CAO was issued to multiple parties with no specification as to which tasks each party is required to undertake. Therefore, even if TriMas had access to the Property and was properly identified as an RP, it is unclear what actions TriMas would need to take to comply with the CAO.

5. The Manner In Which TriMas Is Aggrieved

TriMas is aggrieved by the Regional Board's naming TriMas as a party to the CAO, and for its failure to consider and/or respond to the comments submitted by TriMas in response to the Regional Board's Draft Order.

6. The Action Petitioner Requests

TriMas respectfully requests that the State Board: (a) accept this Petition; and (b) vacate the Regional Board's CAO of July 30, 2013 as to TriMas.

7. Statement of Points and Authorities In Support of Petition

As demonstrated in the comments and exhibits submitted by TriMas to the RWQCB's Draft Order, TriMas is not an RP because (1) TriMas never owned or conducted operations at the Property; and (2) none of the assets or liabilities associated with the operations conducted by Norris-Thermador at the Property were ever acquired by or transferred to TriMas at any time. See Ex. 2. As demonstrated in Exhibit 2, the entity that owned the assets and liabilities of the Norris-Thermador operations at the Property was either Spatron or Masco Building Products Company, a subsidiary of Masco Corporation. *Id.* TriMas, therefore, is not liable as a successor to the operations that were conducted at the Property and is not a proper party to the CAO.

Even if TriMas was a successor to the assets and liabilities associated with the operations conducted by Norris-Thermador at the Property, it is not a proper party to the CAO because it is

not responsible for a discharge of waste under the California Water Code. Section 13304 of the California Water Code authorizes the Regional Board to issue a cleanup and abatement order to:

[a]ny person who has discharged or discharges waste into the waters of this state in violation of any waste discharge requirement or other order or prohibition issued by a regional board or the state board, or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance

Cal. Water Code § 13304(a). Further, section 13304(c)(1) provides that:

. . . the person or persons who discharged the waste, discharges the waste, or threatened to cause or permit the discharge of the waste within the meaning of subdivision (a), are liable to that governmental agency to the extent of the reasonable costs actually incurred in cleaning up the waste

§ 13304(c)(1). While the Regional Board issued the CAO to TriMas pursuant to section 13304, it made no findings that TriMas “discharged or discharges waste into the waters of this state” or that it is a successor to any such person. Rather, TriMas is named as an RP in the CAO based solely on its status as a successor to “Norris-Thermador,” a prior owner and/or operator of the Property. Ex. 1, p. 3. The CAO states that Norris-Thermador’s operations at the Property included “electric motor manufacturing, transformer manufacturing, and machine shop operations” from approximately 1954 to 1979, but it does not identify any facts connecting these operations to a discharge of waste at the Property. *Id.* Thus, even if TriMas was a successor to the assets or liabilities of Norris-Thermador, the RWQCB made no findings that Norris-Thermador or TriMas is responsible for a discharge of waste under section 13304 of the Water Code, and therefore, there is no basis for naming TriMas as a discharger in the CAO.

8. This Petition Was Sent to the Regional Board

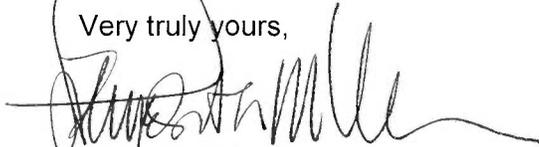
A copy of this Petition was transmitted to the executive officer of the Regional Board on August 29, 2013.

9. Request to Regional Board for Preparation of Administrative Record

The issues raised in this Petition were raised before the Regional Board in the letter submitted by TriMas on October 12, 2012 in response to the Regional Boards draft cleanup and

abatement order issued on July 25, 2012. See Ex. 2. By copy of this Petition to the Regional Board, TriMas requests the preparation of the administrative record herein.

Very truly yours,



Elizabeth Weaver

Enclosures

cc: Samuel Unger, Executive Director of Los Angeles Regional Water Quality Control Board
Al Bostain, The TriMas Corporation
Scott Houthuysen, LSI/Agere Systems, Inc.
Mr. Wayne Tam and Mrs. Millicent Tam, RIM Development Company

EXHIBIT 1



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Los Angeles Regional Water Quality Control Board

July 30, 2013

LSI/Agere Systems, Inc.
Attn. Mr. Scott Houthuysen
Room 12K-303
1110 American Parkway NE
Allentown, PA 18109-9138

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7011 3500 0003 5491 0148

RIM Development Company
Attn. Mr. Wayne Tam and Mrs. Millicent J. Tam
2225 W. Commonwealth Ave., #206
Alhambra, CA 91801

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7011 3500 0003 5491 0162

The Trimas Corporation
Attn. Mr. Albert Bostain
500 West 7th Street
Auburn, Indiana 46706

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7011 3500 0003 5491 0117

SUBJECT: CLEANUP AND ABATEMENT ORDER NO. R4-2013-0099 PURSUANT TO CALIFORNIA WATER CODE SECTION 13304

SITE/CASE: LSI CORPORATION, 2015 WEST CHESTNUT STREET, ALHAMBRA, CALIFORNIA (SCP FILE NO. 115.0003; SITE ID NO. 2040293)

Dear Mr. Houthuysen, Mr. and Mrs. Tam and Mr. Bostain:

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within major portions of Los Angeles County and Ventura County, including the above referenced property (Site). Regional Board staff have evaluated the current environmental Site conditions and identified areas that require further characterization and cleanup efforts. In accordance with our responsibilities for the protection of water quality and beneficial uses, enclosed is Cleanup and Abatement Order No. R4-2013-0099 (CAO), directing you to assess, monitor, cleanup, and abate the effects of wastes discharged to the Site. This CAO is prepared pursuant to sections 13267 and 13304 of the California Water Code.

A draft of this CAO was provided to you on July 25, 2012, inviting comments. The attached CAO R4-2013-0099 contains changes based upon the comments we received. Our response to your comments are provided in the enclosed table, *Response to comments Summary - Draft Cleanup and Abatement Order R4-2012-0020*.

MARIA MEHRANIAN, CHAIR | SAM UNGER, EXECUTIVE OFFICER

320 West 4th St., Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

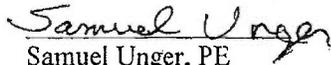


July 30, 2013

Any person aggrieved by this action of the Regional Water Board may petition the State Water Board to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, section 2050 and following. The State Water Board must *receive* the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at http://www.waterboards.ca.gov/public_notices/petitions/water-quality or will be provided upon request.

Should you have questions or wish to discuss details, please contact Mr. Curt M. Charmley at (213) 576-6774 or ccharmley@waterboards.ca.gov.

Sincerely,


Samuel Unger, PE
Executive Officer

Enclosure: Response to Comments
 Cleanup and Abatement Order R4-2013-0099

cc: Ms. Lisa Hanusiak, Superfund Division U.S. EPA, Region IX, San Francisco
 Mr. Richard Hiatt, Superfund Division U.S. EPA, Region IX, San Francisco
 Ms. Grace Kast, San Gabriel Basin Water Quality Authority
 Ms. Frances McChesney, Office of Chief Counsel, State Water Resources Control Board
 Dr. Jackie Spizman, California Department of Toxic Substances Control, Cypress Branch
 Ms. Carol Williams, Main San Gabriel Basin Watermaster

STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

CLEANUP AND ABATEMENT ORDER NO. R4-2013-0099
REQUIRING

LSI CORPORATION (FORMER AGERE SYSTEMS), MR. WAYNE C. AND
MRS. MILLICENT J. TAM, AND THE TRIMAS CORPORATION
TO ASSESS, CLEAN UP, AND ABATE
WASTE DISCHARGED TO WATERS OF THE STATE
(PURSUANT TO CALIFORNIA WATER CODE SECTION 13304)

AT 2015 WEST CHESTNUT STREET,
ALHAMBRA, CALIFORNIA

(FILE NO. 115.0003)

This Cleanup and Abatement Order No. R4-2013-0099 (Order) is issued to LSI Corporation (Former Agere Systems), Mr. Wayne C. and Mrs. Millicent J. Tam, and the Trimas Corporation based on provisions of California Water Code sections 13304 and 13267, which authorize the Regional Water Quality Control Board, Los Angeles Region (Regional Board) to issue a Cleanup and Abatement Order and require the submittal of technical and monitoring reports.

The Regional Board finds that:

BACKGROUND

1. **Dischargers:** LSI Corporation (Former Agere Systems), Mr. Wayne C. and Mrs. Millicent J. Tam, and the Trimas Corporation, [hereinafter called Dischargers] are Responsible Parties (RPs) due to their: (a) past ownership of the property located at 2015 West Chestnut Street, Alhambra, California (Site) and/or (b) prior operations at the Site that resulted in the discharge of wastes, including chlorinated volatile organic compounds (VOCs), to the environment.

As detailed in this Order, the Dischargers have caused and permitted waste to be discharged or deposited where it has discharged and is, or probably will continue to be discharged into the waters of the state which creates a condition of pollution or nuisance.

2. **Location:** The Site is located at 2015 West Chestnut Street, between South Palm Avenue and South Raymond Avenue, in Alhambra. The current official address of the Site is 720 South Palm Avenue. The City of Alhambra lies adjacent to the Cities of South Pasadena and San Marino on the North, San Gabriel on the East, Monterey Park on the South, and the City of Los Angeles on the West. The Site is further described as being located within the United States Environmental Protection Agency (USEPA) superfund area designated as the Area 3 Operable Unit (Area 3 OU).

The Site is in an industrial area designated by the City of Alhambra. Attachment A, Figure 1, Site Vicinity Map, attached hereto and incorporated herein by reference, depicts the location of the Site. Additionally, Figure 2, Site Map, of Attachment A, also attached hereto and incorporated herein, depicts the Site and the surrounding area. The Site is located in an area that has been used historically as well as currently for commercial and industrial land use.

3. **Groundwater Basin:** The Site is located on the western edge of the Main San Gabriel Valley Groundwater Basin (MSGVGB) and is further described as being in the eastern Los Angeles County and includes the water-bearing sediments underlying most of the San Gabriel Valley and includes a portion of the upper Santa Ana Valley. The MSGVGB is bounded on the north by the Raymond fault and the contact between Quaternary sediments and consolidated basement rocks of the San Gabriel Mountains. Exposed consolidated rocks of the Repetto, Merced, and Puente Hills bound the basin on the south and west, and the Chino fault and the San Jose fault form the eastern boundary (DWR 1966). The Rio Hondo and San Gabriel drainages have their headwaters in the San Gabriel Mountains, then surface water flows southwest across the San Gabriel Valley and exit through the Whittier Narrows, a gap between the Merced and Puente Hills. Precipitation in the basin ranges from 15 to 31 inches, and averages around 19 inches.

The water-bearing formations of the MSGVGB are unconsolidated and semi-consolidated unconfined alluvial sediments that range in size from coarse gravel to fine-grained sands. Total thickness of water-bearing sediments ranges from about 300 feet to more than 2,000 feet. The depth to groundwater is present beneath the Site at approximately 185 feet bgs.

On a regional scale, the general groundwater flow in the Area 3 OU has been from the West to the East, however groundwater production in the Eastern portion of the Area 3 OU has resulted in a separation between the western and the eastern alluvial aquifers.

As set forth in the *Water Quality Control Plan* for the Los Angeles Region (Basin Plan), which was adopted on June 13, 1994, the Regional Board has designated beneficial uses for groundwater among which include Municipal and Domestic drinking water supplies (MUN) in the Main San Gabriel Basin and has established water quality objectives for the protection of these beneficial uses.

The existing beneficial uses designated by the Regional Board for Main San Gabriel Groundwater Basin are Municipal and Domestic Supply (MUN), Agricultural Supply (AGR), Ground Water Recharge (GWR), Water Contact Recreation (REC-1), Non-contact Water Recreation (REC-2), Warm Freshwater Habitat (WARM), Cold Freshwater Habitat (COLD), Wildlife Habitat (WILD), and Rare, Threatened, or Endangered Species (RARE).

SITE HISTORY

4. **Site Description and Activities:** The former Agere Systems facility (Site) is located on West Chestnut Street between South Palm Avenue and South Raymond Avenue in Alhambra. This area is designated as an industrial area by the City of Alhambra. The property is currently owned by Mr. Wayne C. Tam and Ms. Millicent J. Tam.

Prior to 1981, the Site was used for various industrial purposes. Aerial photographs indicate the site was occupied for industrial purposes as early as the 1950s. Sanborn Maps from the 1950s and 1960s indicate that Norris Thermador (approximately 1952-1966) conducted electric motor manufacturing, transformer manufacturing, and machine shop operations at the site.

Since late 1981, the Site has been occupied by electronic and laser optics equipment manufacturing businesses.

5. **Property Ownership and Leasehold Information:** Based on the information submitted to the Regional Board, and clarified by the Dischargers, the property has the following property ownership and leasehold history, as summarized in Table 1 below:

Table 1 - Site Ownership and Leasehold History

APPROXIMATE PERIOD	OWNER / OPERATOR	MANUFACTURING OPERATION	CURRENT SUCCESSOR
1954 to 1979	Norris Thermador	electric motor manufacturing, transformer manufacturing, and machine shop operations	Trimas ^a
1979-1980	City of Alhambra	None	None ^a
1980	Wayne C. Tam and Millicent J. Tam	Leasing Property	None ^b
1981-2000	Ortel /Lucent/Agere System, Inc. ^d	laser optics equipment; integrated circuit components	LSI Corporation ^{c,d,e,f}
2000-2003	Lucent/Agere System, Inc. ^d	laser optics equipment; integrated circuit components	LSI Corporation ^{c,d,e,f,g}

- a) Norris Thermador owned the facility/Site from 1954 until 1979 when the City of Alhambra Redevelopment Agency took the property through eminent domain.
- b) In 1980, Wayne C. Tam and Millicent J. Tam bought the property from the City of Alhambra.
- c) In December 1981, Ortel began to occupy the property, and used the facility on the property for office space, warehousing, and manufacturing laser optics equipment for telecommunications.
- d) In June 2000, Lucent Technologies, Inc. acquired Ortel.
- e) On August 1, 2000, Agere Systems, Inc. was incorporated in Delaware, as a wholly-owned subsidiary of Lucent Technologies, Inc. Ortel Corporation was subsequently transferred to Agere Systems, Inc., an integrated circuit components company based in Allentown, Pennsylvania.
- f) On December 5, 2000, pursuant to a Certificate of Merger, Agere Systems, Inc. was merged into Lucent ME. Corp, a company incorporated in Delaware on August 1, 2000. The name of the surviving corporation was, as of that date, changed to Agere Systems, Inc.
- g) On April 2, 2007, Agere Systems, Inc. and LSI Logic Corporation merged and operated under a new name LSI Corporation.

6. **Chemical Usage and Storage during Manufacturing Operations at the Site:** Historical records indicate that this property was used for several, independent industrial operations. Records also indicate that Buildings I through IV on the property were constructed in 1981:

- a. **Building I** – 2015 West Chestnut: This area was formerly occupied by “Santon Reed Company” (approximately 1950s through 1960s) and operated as a contractor’s storage yard. In 1981, the building was used for wafer fabrication and for office use. Since 2001, hazardous wastes have been stored in a segregated area in the northern “renovated” portion of this building.
- b. **Building II** – 2001 West Chestnut: Three businesses operated in this area: “Roton Manufacturing” (approximately 1946 through 1950s) manufactured electric motors; “Thermador Electrical” (approximately 1958 through 1966) manufactured transformers; and “Spatron Inc.” (through the 1970s) operations are unknown. Ortel first occupied portions of this building in 1985. In 1990, the building housed manufacturing, light assembly and offices. From 1990 through 2001, all hazardous waste was stored in an outside storage area immediately located to the north of this building. 1,1,1-trichloroethane (TCA) was used at the site from approximately 1985 through 1990 as a degreaser. The TCA was stored in a 200-gallon above ground storage tank (AST) located north of this building. Vapo-Kleen and Ensolve were used to clean circuit boards and laser equipment in the vapor degreaser room, located in the northern portion of the

Building II. From 1990 through 1995, this building included one vapor degreaser and in 1995 the facility added 2 additional vapor degreasers.

- c. **Building III** – 706 South Palm: Three separate businesses operated here: “Alhambra Machine & Tool (approximately 1950 through the late 1970s) operated a small machine shop; “West Coast Refinisher” (approximately 1970s), operations are unknown; and “House of Rubber” (approximately 1970s), operations are also unknown. During the period from 1990 to 1992, the building was used for engineering, research and development and office operations.
- d. **Building IV** – 707 South Raymond: This was a residential area from approximately 1925 through 1980. This location is also believed to have been used for the assembly of speakers. This location was used for shipping, receiving, a small machine shop operation, manufacturing of equipment used in the facility, and break and exercise rooms.
- e. **710 South Palm Avenue:** Based on a review of Los Angeles County Department of Health Services (DOHS) historical records, Sam Yocum, Inc. was an occupant who in 1971 applied to install a degreaser (2.5 feet x 6 feet) in which tetrachloroethylene (PCE) would be used. Sam Yocum, Inc. was a welding and metal fabrication plant that appears to have been at this location at least until 1976.

EVIDENCE OF WASTE DISCHARGES AND BASIS FOR SECTION 13304 ORDER

- 7. **Waste Discharges:** Site investigations conducted at the Site since 2000 indicate that there were waste discharges to the soil and groundwater at the Site. The Site investigations reveal that VOCs have been detected in the subsurface soil, soil vapor, and groundwater underlying the Site.
 - a. The initial subsurface investigation was conducted in May 2000 pursuant to information obtained from a Regional Board section 13267 Order requiring the submittal of a Chemical Use and Storage Questionnaire. A total of 17 soil vapor probes, SV1 through SV17, were installed at 5 feet below ground surface (bgs) and at 15 feet bgs. The probes were placed adjacent to the areas of concern, namely: i) a former above ground storage tank, AST, (SV12 through SV16), (ii) the degreasers (SV1 and SV11), (iii) the sump, (iv) the chemical storage area (SV2 through SV9), and (v) the sewer vault (SV17). The results of the soil vapor sampling indicated the presence of trichloroethylene (TCE), PCE, 1,1-dichloroethene (1,1-DCE), Freon, benzene, toluene, and xylenes (components of gasoline). The primary VOC detected was TCE at concentrations ranging from less than one (<1) microgram per liter ($\mu\text{g/L}$) to 31 $\mu\text{g/L}$ (SV11 at 5 feet bgs). On June 7, 2000, soil vapor probes SV1, SV11, and SV12 were re-sampled. The results again indicated the presence of TCE, PCE, 1,1-DCE, Freon, and gasoline components toluene and (total) xylenes. The primary VOC detected was TCE at concentrations ranging from 43 $\mu\text{g/L}$ (collected from SV12 at 5 feet bgs) to 180 $\mu\text{g/L}$ (collected from SV11 at 5 feet bgs).
 - b. Further soil assessment was conducted in October 2000. This phase of work included the installation and sampling of six multi-depth soil vapor monitoring wells: VW1-A, VW1-B, and VW2 through VW5. The probes were placed in the area of the former AST and degreasers, (Figure 2, Site Plan). A total of 15 soil vapor samples were collected from probes placed at 10 feet bgs to 105 feet bgs. TCE was detected in the soil vapor samples at concentrations ranging from 3 $\mu\text{g/L}$ (VW2) to 1,500 $\mu\text{g/L}$ (VW1-B). The highest concentration of TCE was detected in the soil vapor sample collected from vapor sample probe VW1- B at 85-feet bgs, a nested soil vapor monitoring well (angled well) located near the former degreaser.

- c. On June 13, 2001 a multi-depth soil vapor well (VMPW), designated as "VW6" was installed in a soil boring to a depth of approximately 202 feet bgs. This well was located in the immediate area of the former degreaser. Soil vapor probes were placed at 120-, 140-, 160-, 180-, and 200-foot bgs. Soil vapor sample collection at VW6 was conducted on August 7, 2001. TCE was the primary VOC detected in the samples ranging from 1,100 µg/L (VW6 at 120 feet bgs) to 140 µg/L (VW6 at 200 feet bgs (Figure 2, Site Plan).
- d. Three groundwater-monitoring wells, EMW-1, EMW2, and EMW-3 have been installed onsite. The first groundwater well installed at the Site, EMW-1, was sampled on August, 29, 2005 (Figure 3, Ground Water Elevation Contour Map). The depth to groundwater was measured at approximately 187 feet bgs. Soil samples were collected at approximately 180 feet bgs and 190 feet bgs for VOC analysis. The results of the analysis indicated the presence of TCE at 283 micrograms per kilogram (µg/kg) at 80 feet bgs. An initial groundwater sample was collected and analyzed for VOCs, and screened for the emergent chemicals 1,4-dioxane and 1,2,3-trichloropropane (1,2,3-TCP). Concentrations of TCE were detected in the groundwater sample at 1,700 µg/L, 1,2,3-TCP at 9.1 nanograms per liter (ng/L), and 1,4-dioxane at 0.002 µg/L. The California Maximum Contaminant Level (MCL) for TCE is 5 µg/L. There are no established MCLs for 1,2,3-TCP and 1,4-dioxane, but the California Department of Public Health (CDPH) has adopted drinking water notification levels (NLs) of 5 (ng/L and 1.0 µg/L for 1,2,3-TCP and 1,4-dioxane, respectively (Table 2. Summary of Groundwater Analytical Results).

Groundwater monitoring wells, EMW-2 and EMW-3 were installed in November 2006. The wells were sampled on November 30, 2006. Results of VOCs of the groundwater analysis remained relatively consistent through the sampling periods for wells EMW-1 through EMW-3: 1,1 dichloroethane (1,1-DCE) at levels ranging from less than (<) 40 µg/L to 29 µg/L; cis-1,2-dichloroethene (cis - 1,2-DCE) at levels ranging from < 1 µg/L to 28 µg/L; PCE at levels ranging from < 40 µg/L to 46 µg/L; and TCE at levels ranging from 30 µg/L to 3,200 µg/L. Concentrations of 1,2,3-TCP were consistently detected in monitoring well EMW-1 at levels ranging from 6 ng/L to 14 ng/L. Concentrations of 1,2,3-TCP were not detected in monitoring well EMW-3 and only in three of ten sampling events in monitoring well EMW-2 (6.2 ng/L, 8.3 ng/L, and 9.1 ng/L). Concentrations of 1,4-dioxane were detected in the groundwater samples collected from monitoring well EMW-1 at levels ranging from 2 µg/L to 8 µg/L. Two sampling events for monitoring wells EMW-2 and EMW-3 did not yield detectable concentrations of 1,4-dioxane (Table 2. Summary of Groundwater Analytical Results).

- e. Groundwater sampling results from May 2011 indicate that the maximum concentrations of TCE were detected at 1,900 µg/L (in EMW-2), and 1,2,3-TCP at 6 ng/L (in EMW-1).
- f. The general groundwater flow direction is to the southeast with a hydraulic gradient of 0.03 foot/foot (Figure 3. Groundwater Elevation Contour Map).
- g. The emergent chemicals, 1,4-dioxane and 1,2,3-TCP are known chlorinated solvent stabilizer ingredients. According to the Regional Board records, the Dischargers have screened the groundwater samples for 1,4-dioxane and 1,2,3-TCP using USEPA Method 8270C and USEPA Method 524.5, respectively. The California NLs for 1,4-dioxane and 1,2,3-TCP in groundwater is 1 µg/L and 0.005 µg/L (or 5 nanograms per liter), respectively. The maximum concentration of 1,2,3-TCP detected in the groundwater samples collected from EMW-1 were measured at levels up to 14 ng/L. The maximum concentration of 1,4-dioxane measured in the groundwater samples collected from EMW-1 was 8 µg/L.

h. The waste constituents present at the Site include TCE in the groundwater, collected from EMW-2 at concentrations detected as high as 3,200 µg/L.

8. **Source Elimination and Remediation Status:** No remediation or cleanup has occurred on-site.

9. **Summary of Findings from Site Investigations**

Based on the technical reports and records contained in the Regional Board files pertaining to the Site history and the discharge, detection, and distribution of wastes on the Site and its vicinity:

a. The Dischargers have stored, used, and/or discharged VOCs, including TCE and various solvent stabilizers, on the Site. Elevated levels of TCE and other waste constituents have been detected in soil vapor, soil, and groundwater beneath the Site, especially near the former degreaser and in the vicinity of Building II, Figure 2. Site Plan.

b. The sources for the evidence summarized above include, but are not limited to:

i. Various technical reports and documents submitted by the Dischargers or their representatives to USEPA and the Regional Board to date.

ii. Site inspections, meetings, regulatory letters, electronic mails, and telephone communications between USEPA and the Regional Board, and the Dischargers or their representatives to date.

10. **Regulatory Compliance Status:** Prior to issuance of this Order, the Dischargers complied with all Orders issued pursuant to the California Water Code section 13267.

11. **Impairment of Drinking Water Wells:** The Regional Board has the authority to require the Dischargers and other dischargers to pay for or provide uninterrupted replacement water service to each affected public water supplier or private well owner in accordance with Water Code section 13304.

12. **Sources of Information:** The sources for the evidence summarized above include but are not limited to: reports and other documentation in Regional Board files, telephone calls and e-mail communication with responsible parties, their attorneys and consultants, and Site visits.

AUTHORITY - LEGAL REQUIREMENTS

13. Section 13304(a) of the Water Code provides that:

"Any person who has discharged or discharges waste into the waters of this state in violation of any waste discharge requirements or other order or prohibition issued by a regional board or the state board, or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance, shall upon order of the regional board cleanup the waste or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including, but not limited to, overseeing cleanup and abatement efforts. A cleanup or abatement order issued by the state board or a regional board may require the provision of, or payment for, uninterrupted replacement water service, which may include wellhead treatment, to each affected public water supplier or private well owner. Upon failure of any person to comply with the cleanup and abatement order, the Attorney General, at the

request of the regional board, shall petition the superior court for that county for the issuance of an injunction requiring the person to comply with the order. In the suit, the court shall have jurisdiction to grant a prohibitory or mandatory injunction, either preliminary or permanent, as the facts may warrant."

14. Section 13304(c)(1) of the California Water Code provides that:

"... the person or persons who discharged the waste, discharges the waste, or threatened to cause or permit the discharge of the waste within the meaning of subdivision (a), are liable to that government agency to the extent of the reasonable costs actually incurred in cleaning up the waste, abating the effects of the waste, supervising cleanup or abatement activities, or taking other remedial actions. . ."

15. Section 13267(b)(1) of the California Water Code provides that:

"In conducting an investigation..., the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or, discharging, or who proposes to discharge waste within its region . . . shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports."

16. The State Water Resources Control Board (hereafter State Board) has adopted Resolution No. 92-49, the *Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304*. This Policy sets forth the policies and procedures to be used during an investigation and cleanup of a polluted site and requires that cleanup levels be consistent with State Water Resources Control Board Resolution 68-16, the *Statement of Policy With Respect to Maintaining High Quality of Waters in California*. Resolution 92-49 and the Basin Plan establish the cleanup levels to be achieved. Resolution 92-49 requires the waste to be cleaned up to background, or if that is not reasonable, to an alternative level that is the most stringent level that is economically and technologically feasible in accordance with Title 23, California Code of Regulations (CCR) Section 2550.4. Any alternative cleanup level to background must (1) be consistent with the maximum benefit to the people of the state; (2) not unreasonably affect present and anticipated beneficial use of such water; and (3) not result in water quality less than that prescribed in the Basin Plan and applicable Water Quality Control Plans and Policies of the State Board.
17. As set forth in the Water Quality Control Plan for the Los Angeles Region (Basin Plan), which was adopted on June 13, 1994, the Regional Board has designated beneficial uses for groundwater in the Main San Gabriel Basin and has established water quality objectives for the protection of these beneficial uses. The existing beneficial uses designated by the Regional Board for the Main San Gabriel Groundwater Basin are Municipal and Domestic Supply (MUN), Industrial Service Supply (IND), Industrial Process Supply (PROC), and Agricultural Supply (AGR). Water quality objectives that apply to the groundwater at the Site include the state MCLs. The California and USEPA established MCL's for TCE and PCE is 5 µg/L. TCE, PCE and other VOCs and waste constituents discharged at the Site constitute "waste" as defined in Water Code section 13050(d).

The concentrations of both PCE and TCE in groundwater at the Site exceed the water quality objectives for the wastes. The exceedance of applicable water quality objectives in the Basin Plan constitutes pollution as defined in California Water Code Section 13050(1)(1). The wastes detected in groundwater, soil matrix and vapor at the Site threaten to cause pollution, including contamination,

and nuisance.

DISCHARGER LIABILITY

18. As described in Findings of this Order, the Dischargers are subject to an order pursuant to Water Code section 13304 because the Dischargers have caused or permitted waste to be discharged or deposited where it has discharged to waters of the state and has created, and continues to threaten to create, a condition of pollution or nuisance. The condition of pollution is a priority violation and issuance or adoption of a cleanup or abatement order pursuant to Water Code Section 13304 is appropriate and consistent with policies of the Regional Board.
19. Due to the activities described in this Order, the Dischargers have caused or permitted wastes, including VOCs, particularly TCE and PCE, to be discharged or deposited where the wastes are, or probably will be discharged into the waters of the State which creates a condition of pollution or nuisance. The Dischargers have caused or permitted VOCs, particularly TCE and PCE, to be discharged or deposited where the wastes are or probably will pose a potential human health threat to occupants of the building onsite through direct contact exposure to contaminated soil and/or groundwater or through vapor intrusion into indoor air. The Dischargers, as the former operators of historical facilities on the property and the owners of the property, are responsible for complying with this Order.
20. This Order requires investigation and cleanup of the Site in compliance with the Water Code, the applicable Basin Plan, Resolution 92-49, and other applicable plans, policies, and regulations.
21. As described in Findings in this Order, the Dischargers are subject to an order pursuant to Water Code section 13267 to submit technical reports because existing data and information about the Site indicate that waste has been discharged, is discharging, or is suspected of discharging, at the property, which is or was owned and/or operated by the Dischargers named in this Order, LSI Corporation (Former Agere Systems), Mr. Wayne C. and Mrs. Millicent J. Tam, and the Trimas Corporation, their agents, successors, and assigns. The technical reports required by this Order are necessary to assure compliance with Section 13304 of the Water Code, including to adequately assess and cleanup the Site to protect the beneficial uses of waters of the state, to protect against nuisance, and to protect human health and the environment.

CONCLUSIONS

22. The Regional Board is declining to name additional potentially responsible parties (PRPs) for the Site in this Order at this time. Substantial evidence indicates that the Dischargers caused or permitted waste to be discharged into waters of the state and are therefore appropriately named as responsible parties in this Order. The Regional Board will continue to investigate whether additional PRPs caused or permitted the discharge of waste at the Site and whether these or other persons should be named as additional responsible parties to this Order. The Regional Board may amend this Order or issue a separate order or orders in the future as a result of this investigation and as more information becomes available. Although investigation concerning additional PRPs is ongoing, the Regional Board desires to issue this Order as waiting will only delay remediation of the Site.
23. Issuance of this Order is being taken for the protection of the environment and as such is exempt from provisions of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) in accordance with California Code of Regulations, title 14, sections 15061(b)(3), 15306, 15307, 15308, and 15321. This Order generally requires the Dischargers to submit plans for approval prior to implementation of cleanup activities at the Site. Mere submittal of plans is exempt from CEQA as submittal will not cause a direct or indirect physical change in the environment and/or

is an activity that cannot possibly have a significant effect on the environment. CEQA review at this time would be premature and speculative, as there is simply not enough information concerning the Dischargers' proposed remedial activities and possible associated environmental impacts. If the Regional Board determines that implementation of any plan required by this Order will have a significant effect on the environment, the Regional Board will conduct the necessary and appropriate environmental review prior to Executive Officer's approval of the applicable plan.

24. Pursuant to section 13304 of the California Water Code, the Regional Board may seek reimbursement for all reasonable costs to oversee cleanup of such waste, abatement of the effects thereof, or other remedial action.
25. Any person aggrieved by this action of the Regional Water Board may petition the State Water Board to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at:

http://www.waterboards.ca.gov/public_notices/petitions/water_quality

or will be provided upon request.

REQUIRED ACTIONS

THEREFORE, IT IS HEREBY ORDERED, pursuant to section 13304 and 13267 of the California Water Code, that the Dischargers shall investigate, cleanup the waste and abate the effects of waste forthwith discharging at and from 2015 West Chestnut Street, between South Palm Avenue and South Raymond Avenue, in Alhambra, California. "Forthwith" means as soon as reasonably possible, but in any event no later than the compliance dates below. More specifically, the Dischargers shall:

1. **Develop and update a Site Conceptual Model:** The Site Conceptual Model (SCM) should include a written presentation with graphic illustrations of discharge scenario, geology and hydrogeology, waste fate and transport in soil matrix, soil gas and groundwater, distribution of wastes, exposure pathways, sensitive receptors and other relevant information. The SCM shall be constructed based upon actual data collected from the former Agere site and any other nearby sites that add to the accuracy of the SCM.

The SCM shall include a preliminary human health risk assessment (HHRA), considering all waste constituents in the soil matrix, soil gas and groundwater, all exposure pathways and sensitive receptors. The SCM shall be updated and submitted upon request by the Regional Board as new information becomes available.

If interpretation of the SCM suggests that assessment, characterization and delineation of waste constituents is incomplete, you shall prepare and submit a work plan to complete assessment and characterization of VOCs and other potential waste constituents in soil vapor, soil matrix and groundwater and to fully delineate the vertical and lateral extent of wastes in the soil and groundwater onsite and offsite as set forth in paragraph 2.

The due date for the first SCM is included in Attachment B, Time Schedule.

2. **Indoor Air Sampling:** Conduct indoor air sampling at various locations inside the buildings located on the Site, and completely delineate as appropriate to assess human health threat posed to the occupants of the buildings from potential vapor intrusion as result of volatilization of VOCs from the underlying impacted soil. Air samples should be collected in Summa canisters, and analyzed for VOCs using USEPA Method TO-15 by a State certified laboratory.

Air sample results shall be compared to the California Human Health Screening Levels (CHHSLs) for indoor air to evaluate the threat posed by the potential vapor intrusion to human health. Both indoor and outdoor ambient air data shall be collected in accordance with the California EPA/Department of Toxic Substances Control (DTSC) 2011, *Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air*, October, 2011.

Before implementing the indoor air sampling, you shall prepare and submit a work plan to the Regional Board for review and approval by the due date included in Attachment B, Time Schedule.

3. **Develop and Submit a Site Assessment Work Plan to Assess, Characterize and Delineate the Extent of Wastes in Soil and Groundwater:**
 - a. Fully assess and characterize the vertical and horizontal extent of wastes onsite and offsite in the soil matrix and soil vapor including VOCs, such as TCE and PCE.
 - b. Identify the locations of all waste sources at the Site such as USTs, clarifiers, sumps, and other sources to allow for full assessment of the extent of waste discharged at the Site.
 - c. Update the current concentrations of waste constituents in the soil vapor by conducting a site-wide soil vapor survey.
 - d. Include a time schedule for implementation of the Site Assessment Work Plan within the Plan.
 - e. Upon Executive Officer approval of the Site Assessment Work Plan(s), you shall implement the Site Assessment Work Plan in accordance with the approved time schedule.
 - f. Completion of the site assessment may require multiple work plans.
4. **Conduct Remedial Action:** Implement a cleanup and abatement program for the cleanup of wastes in the soil and soil vapor and the abatement of the effects of the discharges of waste on beneficial uses of water. Specifically, you shall:
 - A. Develop a comprehensive Remedial Action Plan (RAP) for cleanup of wastes in the soil and soil vapor, originating from the Site and submit it for Regional Board review and approval. Groundwater cleanup will be addressed under the USEPA Superfund program. The RAP shall include, at a minimum:
 - i. Preliminary cleanup goals for soil and groundwater in compliance with State Water Board Resolution 92-49 ("*Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304*"). Resolution 92-49, Section III.G. requires cleanup to background, unless that is not reasonable. Alternative cleanup levels to background must comply with California Code of Regulations, Title 23, sections 2550.4, and be consistent with maximum benefit to the people of the state, protect beneficial uses, and

result in compliance with the Basin Plan. Alternative cleanup levels for groundwater shall not exceed water quality objectives in the Basin Plan, including California's MCLs and Notification Levels for drinking water as established by the State Department of Public Health. Alternative cleanup levels for soil and soil vapor shall not exceed levels that will result in groundwater exceeding water quality objectives in the Basin Plan, including California's MCLs and NLs for drinking water as established by the State Department of Public Health.

- ii. Discussion of the technology(ies) proposed for remediation of soil matrix and the soil vapor.
- iii. Description of the selection criteria for choosing the proposed method over other potential remedial options. Discuss the technical merit, suitability of the selected method under the given site conditions and waste constituents present, economic and temporal feasibility, and immediate and/or future beneficial results.
- iv. Estimation of cumulative mass of wastes to be removed with the selected method. Include all calculations and methodology used to obtain this estimate.
- v. A proposed time schedule for completion of the remedial action plan.

The following information shall be considered when establishing preliminary cleanup goals:

- a. Soil cleanup levels set forth in the Regional Board's *Interim Site Assessment and Cleanup Guidebook*, May 1996.
- b. Human health protection levels set forth in the current USEPA Region IX's Regional Screening levels (RSLs)
- c. Protection from vapor intrusion and protection of indoor air quality based on the California EPA's January 2005 (or later version) *Use of Human Health Screening Levels (CHHSLs) in Evaluation of Contaminated Properties*. Soil vapor sampling requirements are stated in the Department of Toxic Substances Control (DTSC) and Regional Board January 2003 *Advisory - Active Soil Gas Investigations*, and the DTSC February 2005 (or latest version) *Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air*.

Revisions to or additional RAPs may be needed if the implemented remedial measure does not completely achieve all Site cleanup goals.

- B. Upon Regional Board approval of the Remedial Action Plan(s), you shall implement the RAP in accordance with the approved time schedule.
 - C. You shall submit quarterly remediation progress reports to this Regional Board as set forth in the Monitoring and Reporting Program (Attachment C). The quarterly remediation progress reports shall document all performance data associated with the operating systems.
5. **Conduct Groundwater Monitoring:** Implement a groundwater monitoring program as set forth in the Monitoring and Reporting Program (Attachment C). The next groundwater monitoring report shall be due by the due date included in Attachment B, Time Schedule.

6. **Time Schedule:** The Dischargers shall submit all required work plans and reports and complete work within the time schedule listed in Attachment B attached hereto and incorporated herein by reference, which may be revised by the Executive Officer without revising this Order.
7. The Regional Board's authorized representative(s) shall be allowed:
 - a. Entry upon premises where a regulated facility or activity is located, conducted, or where records are stored, under the conditions of this Order.
 - b. Access to copy any records that are stored under the conditions of this Order.
 - c. Access to inspect any facility, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. The right to photograph, sample, and monitor the Site for the purpose of ensuring compliance with this Order, or as otherwise authorized by the California Water Code.
8. **Contractor/Consultant Qualification:** As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all reports shall be prepared by, or under the supervision of, a California registered professional engineer or geologist and signed by the registered professional. All technical reports submitted by the Dischargers shall include a statement signed by the authorized representative certifying under penalty of law that the representative has examined and is familiar with the report and that to his knowledge, the report is true, complete, and accurate. All technical documents shall be signed by and stamped with the seal of the above-mentioned qualified professionals that reflects a license expiration date.
9. This Order is not intended to permit or allow the Dischargers to cease any work required by any other Order issued by the Regional Board, nor shall it be used as a reason to stop or redirect any investigation or cleanup or remediation programs ordered by the Regional Board or any other agency. Furthermore, this Order does not exempt the Dischargers from compliance with any other laws, regulations, or ordinances which may be applicable, nor does it legalize these waste treatment and disposal facilities, and it leaves unaffected any further restrictions on those facilities which may be contained in other statutes or required by other agencies.
10. The Dischargers shall submit a 30-day advance notice to the Regional Board of any planned changes in name, ownership, or control of the Site and shall provide a 30-day advance notice of any planned physical changes to the Site that may affect compliance with this Order. In the event of a change in ownership or operator, the Dischargers also shall provide a 30-day advance notice, by letter, to the succeeding owner/operator of the existence of this Order, and shall submit a copy of this advance notice to the Regional Board.
11. Abandonment of any groundwater well(s) at the Site must be approved by and reported to the Executive Officer at least 30 days in advance. Any groundwater wells removed must be replaced within a reasonable time, at a location approved by the Executive Officer. With written justification, the Executive Officer may approve the abandonment of groundwater wells without replacement. When a well is removed, all work shall be completed in accordance with California Department of Water Resources Bulletin 74-90, "California Well Standards," Monitoring Well Standards Chapter, Part III, Sections 16-19.

12. In the event compliance cannot be achieved within the terms of this Order, the Dischargers have the opportunity to request, in writing, an extension of the time specified. The extension request shall include an explanation why the specified date could not or will not be met and justification for the requested period of extension. Any extension request shall be submitted as soon as the situation is recognized and no later than the compliance date. Extension requests not approved in writing with reference to this Order are denied.
13. Reference herein to determinations and considerations to be made by the Regional Board regarding the terms of the Order shall be made by the Executive Officer. Decisions and directives made by the Executive Officer in regards to this Order shall be as if made by the Regional Board.
14. The Regional Board, through its Executive Officer, may revise this Order as additional information becomes available. Upon request by the Dischargers, and for good cause shown, the Executive Officer may defer, delete or extend the date of compliance for any action required of the Dischargers under this Order. The authority of the Regional Board, as contained in the California Water Code, to order investigation and cleanup, in addition to that described herein, is in no way limited by this Order.
15. Continue any remediation or monitoring activities until such time as the Regional Board determines that sufficient cleanup has been accomplished and this Order has been rescinded.
16. Reimburse the Regional Board for reasonable costs associated with oversight of the investigation and cleanup of the Site soils and groundwater emanating from the Site. Provide the Regional Board with the name or names and contact information for the person to be provided billing statements from the State Water Resources Control Board.
17. A Public Participation Plan shall be prepared and/or updated when directed by the Executive Officer as necessary to reflect the degree of public interest in the investigation and cleanup process.
18. The Regional Board, under the authority given by Water Code section 13267(b)(1), requires you to include a perjury statement in all reports submitted under this Order. The perjury statement shall be signed by a senior authorized representative (not by a consultant). The perjury statement shall be in the following format:

"I, [NAME], certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

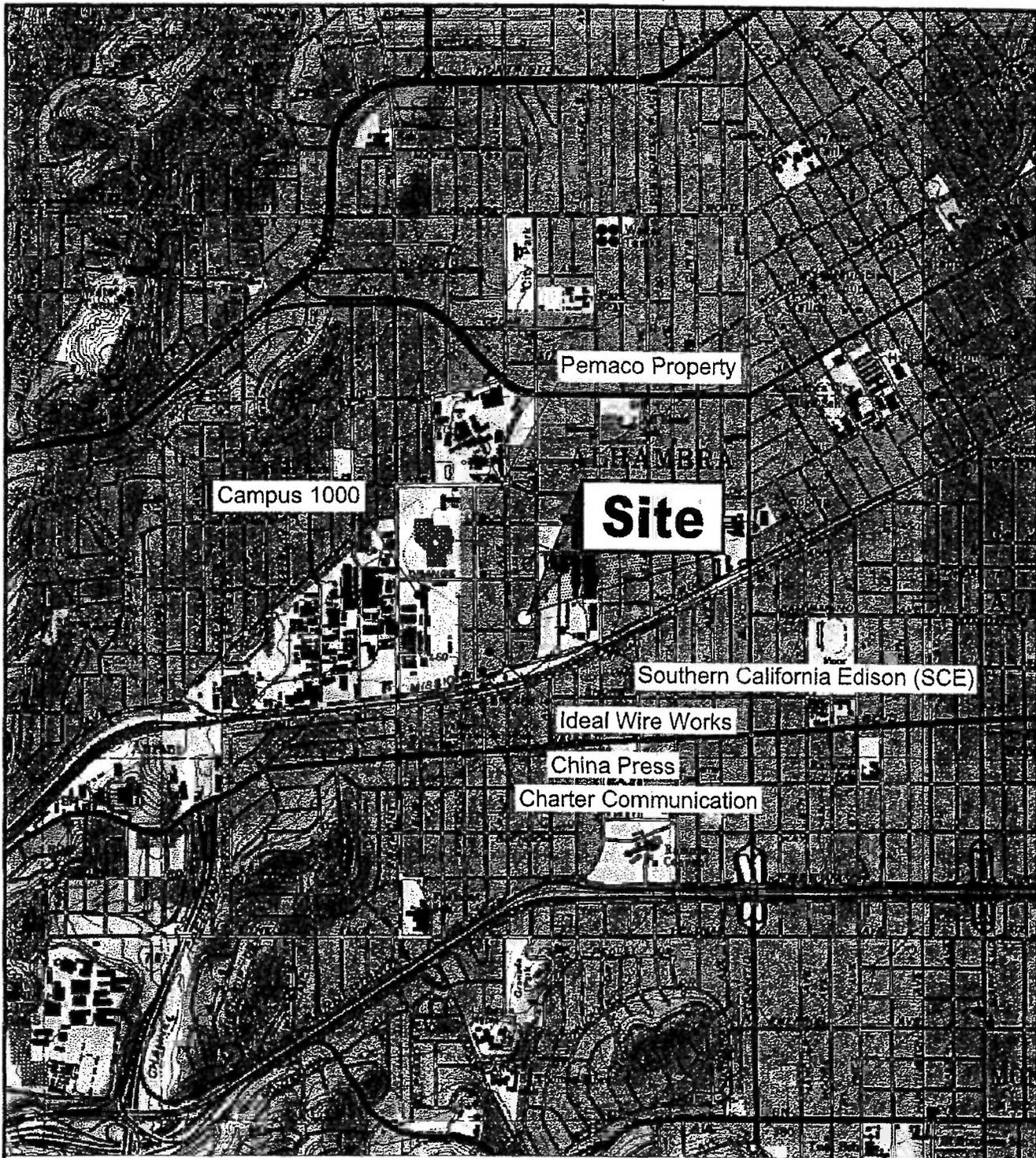
19. The State Water Board adopted regulations requiring the electronic submittals of information over the internet using the State Water Board GeoTracker data management system. You are required not only to submit hard copy reports required in this Order, but also to comply by uploading all reports and correspondence prepared to date on to the GeoTracker data management system. The text of the regulations can be found at the URL:

http://www.waterboards.ca.gov/ust/cleanup/electronic_reporting/docs/final_electronic_regs_dec04.pdf

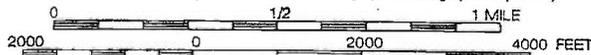
20. Failure to comply with the terms or conditions of this Order may result in imposition of civil liabilities, imposed either administratively by the Regional Board or judicially by the Superior Court in accordance with sections 13268, 13304, 13308, and/or 13350 of the California Water Code, and/or referral to the Attorney General of the State of California.
21. None of the obligations imposed by this Order on the Dischargers are intended to constitute a debt, damage claim, penalty or other civil action which should be limited or discharged in a bankruptcy proceeding. All obligations are imposed pursuant to the police powers of the State of California intended to protect the public health, safety, welfare, and environment.

Ordered by: Samuel Unger
Samuel Unger, P.E.
Executive Officer

Date: July 30, 2013



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SOURCE:
 U.S.G.S. 7.5 minute series (topographic)
 Los Angeles Quadrangle, version 1991, current as 1994
 El Monte Quadrangle, version 1991, current as 1994

CONTOUR INTERVAL 20 FEET
 NATIONAL GEODETIC VERTICAL DATUM OF 1929
 SCALE 1:24000



ENVIRON

Site Vicinity Map

Figure
1

2015 W. Chestnut Street, Alhambra, California

Drafter: SSS

Date: 3/23/09

Contract Number: 04-13476K

Approved:

Revised: 6/22/11

File: Z:\01_Projects\Agere\04_CAD\Figures\Alhambra\Quarterny GW Sampling\2011\102011\13476K\F01_SWM_TQ11.dwg [Figure 1]

Table 2: Summary of Groundwater Analytical Results

Agere Systems
Alhambra, California

Sample Number	Date Sampled	Benzene	CT	Chloro- form	1,1- DCA	1,2- DCA	1,1- DCE	cis-1,2- DCE	PCE	TCE	1,2,3- TCP	1,4- Dioxane
		(µg/l)										(ng/l)
EMW-1	8/29/2005	<20	<20	<40	<40	<20	<40	<40	<40	1,700	9.1	2
	2/16/2006	<0.5	0.72	3.5	3.6	<0.5	17	17	5.1	2,200	N/A ¹	3.3
	11/30/2006	<10	<10	<20	<20	<10	20	<20	<20	2,200	12	8
	11/30/2006	<5	<5	<10	<10	<5	18	13	<10	2,200	11	7.6
	2/27/2007	<20	<20	<40	<40	<20	<40	<40	<40	2,500	14	6.2
	2/27/2007	<10	<10	<20	<20	<10	20	<20	<20	2,600	13	6
	6/27/2007	<0.5	1.1	3.6	2.7	0.5	17	10	10	2,200	11	--
	6/27/2007	<2.5	<5	<5	<5	<2.5	16	13	9.4	2,100	12	--
	9/18/2007	<2.5	<2.5	<5	<5	<2.5	16	9	8.6	1,800	12	--
	9/18/2007	<2.5	<5	<5	<5	<2.5	14	9.3	9.2	1,800	9.1	--
	12/12/2007	<0.5	0.58	2.50	2.0	<0.5	11	8.0	7.6	1,300	8.8	--
	12/12/2007	<2.5	<2.5	<5	<5	<2.5	9	7.4	8.8	1,400	8	--
	2/28/2008	<2.5	<2.5	<5	<5	<2.5	16	11	13	2,400	10	--
	2/28/2008	<2.5	<2.5	<5	<5	<2.5	16	8.6	13	2,300	9.6	--
	2/26/2009	<5	<5	<5	<5	<5	18	17	11	2,200	14	--
2/26/2009	<5	<5	<5	<5	<5	19	17.0	11	2,200	14	--	
3/3/2010	<2.5	3.8	<5	<5	<2.5	18	17	9.2	2,100	11	--	
5/11/2011	<2.0	<2.0	<4	<4	<2	11	12	7.6	1,400	8.4	--	
5/11/2011	<2.0	<2.0	<4	<4	<2	11	12	7.4	1,400	6	--	
EMW-2	11/30/2006	<0.5	2.2	1.3	4.1	11	15	17	33	2,300	<5	<0.48
	2/27/2007	<20	<20	<40	<40	<20	<40	<40	<40	1,900	<5	<0.47
	6/27/2007	<2.5	3.0	<5	<5	11	21	15	27	1,700	<5	--
	9/18/2007	<0.5	3.2	1.2	3.1	10	15	12	25	2,100	<5	--
	12/12/2007	<2.5	<2.5	<5	<5	10	16	17	28	1,700	<5	--
	2/28/2008	<5	<5	<10	<10	15	29	26	46	3,200	<5	--
	2/26/2009	<5	<5	<10	<10	11	22	28	26	2,700	6.2	--
	3/3/2010	<2.5	4.2	<5	5.4	4.1	16	21	23	2,400	8.3	--
	3/3/2010	<2.5	4.2	<5	5.8	3.7	16	22	25	2,600	9.1	--
5/11/2011	<2.5	<2.5	<5	<5.0	4.4	16	13	23	1,900	<5	--	
EMW-3	11/30/2006	0.54	0.60	<1	<1	<0.5	3.2	<1	3.2	51	<5	<0.47
	2/27/2007	<0.5	<0.5	<1	<1	<0.5	3.9	<1	2.9	63	<5	<0.48
	6/27/2007	<0.5	<0.5	<1	<1	<0.5	3.7	<1	3.1	63	<5	--
	9/18/2007	<0.5	0.63	<1	<1	<0.5	2.3	<1	3.3	66	<5	--
	12/12/2007	<0.5	<0.5	<1	<1	<0.5	1.7	<1	4.2	30	<5	--
	2/28/2008	<0.5	0.61	<1	<1	<0.5	1.5	<1	6.7	42	<5	--
	2/26/2009	<0.5	<0.5	<1	<1	<0.5	1.8	<1	3.8	35	<5	--
	3/3/2010	<0.5	1.1	<1	<1	<0.5	2.3	<1	3.3	44	<5	--
5/11/2011	<0.5	<0.5	<1	<1	<0.5	2.3	<1	3.3	39	<5	--	
CDHS MCL		1.0	0.5	-	5.0	0.5	6.0	6.0	5.0	5.0	5.0 ²	3.0 ²

Q:\Agere\Alhambra\Quarterly GW Sampling\0413476N - 2011 GW Sampling\Tables\All Tables2011.xlsx\Table 2

Notes:

CT = Carbon Tetrachloride

DCA = Dichloroethane

DCE = Dichloroethene

PCE = Tetrachloroethene

TCE = Trichloroethene

TCP = Trichloropropane

CDHS MCL = California Department of Health Services Maximum Contaminant Level

N/A¹ = Not Available – The laboratory report indicated that the 40 mL vials with hydrochloric acid supplied for sample collection were contaminated with 1,2,3-trichloropropane. As a result all 1,2,3-trichloropropane results reported for this set of samples are potentially biased high and cannot be used as an accurate measure of analyte concentration from the sample sources

-- = Not analyzed per requirements of the March 20, 2007 RWQCB letter

2 = California Action Level

Bold = Analytical result exceeding a regulatory limit

Italics = Duplicate sample analytical results

µg/l = micrograms per liter

ng/l = nanograms per liter

FD = field duplicate

<1 = not detected above reporting limit shown

Attachment B: Time Schedule

REQUIREMENT	DUE DATE
<p>1. VOCs in the Unsaturated and Saturated Zones: Prepare and submit work plans to completely characterize the extent of waste in soil and soil vapor.</p> <hr/> <p>Indoor Air Sampling Prepare and submit a work plan for indoor air sampling to assess the ambient indoor air for VOCs inside the buildings at the Site at areas where previous soil vapor assessments detected shallow soil vapors at levels that exceed or threaten on-site workers. A baseline soil vapor assessment may be included in the proposed workplan to evaluate contemporary data and incorporate historical investigative data. Implement the approved Indoor Air Sampling work plan.</p>	<p>October 1, 2013</p>
<p>2. Site Conceptual Model: The Site Conceptual Model (SCM) should include a written presentation with graphic illustrations of the release scenario and the dynamic distribution of wastes from the former Agere site and vicinity. You shall construct the SCM based on actual data collected from the Site and any other nearby sites that add to the accuracy of the SCM.</p>	<p>February 1, 2014</p>
<p>3. Soil Remedial Action Plan (RAP) Prepare and submit a Remedial Action Plan (RAP) to clean up the VOCs in the Unsaturated Zone (Source removal) onsite and offsite.</p>	<p>March 1, 2014</p>
<p>4. Implementation of the approved Remedial Action Plans for VOCs in the Unsaturated Zone: Implement RAP. Submit post-remedial technical reports.</p>	<p>December 31, 2013</p>

Attachment B: Time Schedule (Cont.)

6.	<p>Indoor Air Sampling:</p> <p>Prepare and submit a work plan for indoor air sampling to assess the ambient indoor air for VOCs inside the buildings at the Site at areas where previous soil vapor assessments detected shallow soil vapors at levels that exceed or threaten on-site workers. A baseline soil vapor assessment may be included in the proposed workplan to evaluate contemporary data and incorporate historical investigative data.</p> <p>Implement the approved Indoor Air Sampling work plan.</p>	As directed by the Assistant Executive Officer
7.	<p>Groundwater Monitoring</p> <p>Conduct annual groundwater monitoring according to the current monitoring and reporting schedule. However, if remedial work is implemented, the Regional Board typically requires groundwater monitoring to be conducted on a quarterly basis.</p>	The next groundwater monitoring report is due on May 15, 2014.

**ATTACHMENT C
MONITORING AND REPORTING PROGRAM FOR
CLEANUP AND ABATEMENT ORDER NO. R4-2013-0099**

This Monitoring and Reporting Program is part of Cleanup and Abatement Order No. R4-2013-0099 (CAO). Failure to comply with this program constitutes noncompliance with the CAO and California Water Code, which can result in the imposition of civil monetary liability. All sampling and analyses shall be by USEPA approved methods. The test methods chosen for detection of the constituents of concern shall be subject to review and concurrence by the California Regional Water Quality Control Board, Los Angeles Region (Regional Water Board).

Laboratory analytical reports to be included in technical reports shall contain a complete list of chemical constituents which are tested for and reported on by the testing laboratory. In addition, the reports shall include both the method detection limit and the practical quantification limit for the testing methods. All samples shall be analyzed allowable holding time. All quality assurance/quality control (QA/QC) samples must be run on the same dates when samples were actually analyzed. Proper chain of custody procedures must be followed and a copy of the completed chain of custody form shall be submitted with the report. All analyses must be performed by a California Department of Public Health accredited laboratory.

The Regional Board's *Quality Assurance Project Plan, September 2008*, can be used as a reference and guidance for project activities involving sample collection, handling, analysis and data reporting. The guidance is available on the Regional Board's web site at:

http://www.waterboards.ca.gov/rwqcb4/water_issues/programs/remediation/Board_SGV-SFVCleanupProgram_Sept2008_QAPP.pdf

GROUNDWATER MONITORING

The Dischargers shall collect groundwater samples from groundwater monitoring wells installed for the purpose of site investigation and monitoring. Any monitoring wells installed in the future shall be added to the groundwater monitoring program and sampled quarterly. The groundwater surface elevation (in feet above mean sea level [MSL]) in all monitoring wells shall be measured and used to determine the gradient and direction of groundwater flow.

The following shall constitute the monitoring program for groundwater.

Constituent	EPA Method
Volatile Organic Compounds (full scan)	EPA 8260B
Total petroleum hydrocarbons as gasoline	EPA 8015 modified
Metals	EPA 6010B
Hexavalent Chromium	EPA 7199
Ammonium Perchlorate	EPA 314.0
1,4-dioxane	EPA 8270C
N-Nitrosodimethylamine (NDMA)	EPA 1625C
Temperature	Field*
pH	Field*
Electrical Conductivity	Field*
Dissolved oxygen	Field*
Oxidation-Reduction Potential (ORP)	Field*
Turbidity	Field*

*Field - To be measured in the field.

REMEDICATION SYSTEMS

Reports on remediation systems shall contain the following information regarding the site remediation systems:

1. Maps showing location of all remediation wells and groundwater monitoring wells, if applicable;
2. Status of each remediation system including amount of time operating and down time for maintenance and/or repair;
3. Air sparge well operating records including status of each well and volume and pressure of air being injected;
4. Soil vapor extraction well records including status of each well and PID readings or other acceptable methods of determining relative volatile concentrations taken at a minimum quarterly. Readings of volatile concentrations drawn from SVE wells need to be taken at a frequency that allows the efficient operation and evaluation of the SVE system;
5. The report shall include tables summarizing the operating and performance parameters for the remediation systems; and
6. System inspection sheets shall document field activities conducted during each Site visit and shall be included in the quarterly reports.

MONITORING FREQUENCIES

Specifications in this monitoring program are subject to periodic revisions. Monitoring requirements may be modified or revised by the Executive Officer based on review of monitoring data submitted pursuant to this Order. Monitoring frequencies may be adjusted or parameters and locations removed or added by the Executive Officer if Site conditions indicate that the changes are necessary.

REPORTING REQUIREMENTS

1. The Dischargers shall report all monitoring data and information as specified herein. Reports that do not comply with the required format will be REJECTED and the Dischargers shall be deemed to be in noncompliance with the Monitoring and Reporting Program.
2. Quarterly groundwater monitoring reports while remedial systems are in operation shall be submitted to the Regional Water Board according to the schedule below or on an alternative schedule approved by Executive Officer. Otherwise continue annual groundwater monitoring and reporting on May 15 of each year.

Monitoring Period

Report Due

July - September

October 15

October - December

January 15

January - March (2014)

April 15

April - June

July 15

Groundwater monitoring reports shall include a contour map showing groundwater elevations at the Site and the groundwater flow direction. The quarterly groundwater monitoring reports shall include tables summarizing the historical depth-to-water, groundwater elevations and historical analytical results for each monitoring well. The results of any monitoring done more frequently than required at the locations specified in the Monitoring and Reporting Program shall be reported

to the Regional Water Board. Field monitoring well sampling sheets shall be completed for each monitoring well sampled and included in the report.

Quarterly remediation progress reports shall be submitted to the Regional Water Board according to the schedule below.

<u>Monitoring Period</u>	<u>Report Due Date</u>
July - September	October 31
October - December	January 31 (2014)
January - March	April 30
April - June	July 30

3. Remediation progress reports shall include an estimate of the cumulative mass of contaminant removed from the subsurface, system operating time, the effectiveness of the remediation system, any field notes pertaining to the operation and maintenance of the system and, if applicable, the reasons for and duration of all interruptions in the operation of any remediation system and actions planned or taken to correct and prevent interruptions.
4. In reporting the monitoring data, the Dischargers shall arrange the data in tabular form so that the date, the constituents, and the concentrations are readily discernible. The data shall be summarized to demonstrate compliance with the requirements. All data shall be submitted in electronic form in a form acceptable to the Regional Water Board.

EXHIBIT 2



October 12, 2012

Paula Rasmussen, Assistant Executive Officer
Los Angeles Regional Water Quality Control Board
320 West 4th St., Suite 200
Los Angeles, CA 90013

Re: Draft Cleanup and Abatement Order No. R4-2012-0020

Dear Ms. Rasmussen:

TriMas Corporation ("TriMas") hereby submits its comments on Draft Cleanup and Abatement Order No. R4-2012-0020 ("Draft Order") forwarded on July 25, 2012 by the California Regional Water Quality Control Board ("RWQCB" or "Regional Board") for the property located at 2015 West Chestnut Street in Alhambra, California (the "Property"). Thank you for granting us an extension of time to respond to the Draft Order.

The Regional Board improperly named TriMas as a Responsible Party ("RP") in the Draft Order. The Draft Order names TriMas as the successor of "Norris-Thermador," which it alleges was the owner and/or operator of the Property from approximately 1954 to 1979. (Draft Order at para. 5.). The Regional Board's proposed finding is unsupported because (1) TriMas never owned or conducted operations at the Property; and (2) TriMas is not a successor in interest to any liabilities arising from operations conducted at the Property by others.

According to the evidence brought forward by Masco Corporation in its response to US EPA's CERCLA section 104(e) information request, the company responsible for the liabilities arising from operations at the Property is Spatron, Inc. ("Spatron"). As demonstrated in detail by Masco in its section 104(e) response and as repeated below, Spatron acquired certain electrical operations from Norris-Thermador in 1957/1958, which had previously been conducted at another property. These operations required the use of cleaning, painting and solvent usage by Spatron, which had not been used at the Property prior to Spatron's acquisition of this business. At no time did the operations of Norris-Thermador at the Property consist of the cleaning, painting or solvent usage that is alleged to have contributed to contamination at the property. Masco's evidence in support of its claim that Spatron is the responsible party includes a sworn declaration of Herbert J. Meany, the former President of NI Industries who worked for the Thermador division of NI during the relevant time period, who is uniquely able to provide the corporate history of the Property.

Further, even if Norris-Thermador were responsible for any liabilities resulting from operations conducted at the Property, TriMas did not succeed to those liabilities. The corporate history of the company that formerly owned the property at stake in the Draft Order, Norris-Thermador, is complex. A careful review of that history indicates that any liabilities associated with the Thermador operations at the Property were transferred to Masco Corporation in 1985. Masco either retains those liabilities or

divested them to a third party in a subsequent transaction. As demonstrated in greater detail below, the assets and liabilities of Norris's Thermador operations at the Property were acquired in 1985 by Masco Building Products Corporation, a subsidiary of Masco Corporation, and not by TriMas. Although TriMas later acquired certain assets of NI Industries, Inc., none of the assets or liabilities associated with the operations of Norris-Thermador at the Property were acquired by or transferred to TriMas at any time. Accordingly, there is no basis to name TriMas as an RP at the Property. These points are discussed in greater detail below.

I. History of Operations at the Property

Norris Stamping & Manufacturing Co. was incorporated in California in 1940. (Articles of Incorporation, Ex. A). Norris Stamping & Manufacturing Co. changed its corporate name to Norris-Thermador Corporation in 1951 at the time that the company acquired Thermador. (Certificates of Amendment, Ex. B).

The company alleged to have conducted operations at the Property, according to the Draft Order, was "Norris-Thermador," which allegedly owned the Property from 1954 to 1979. (See footnote (a) on page 3 of the Draft Order.) In addition, the Draft Order states that "Thermador Electrical" manufactured electric motors at the Property from 1958 through 1966. Building permits furnished to the Regional Board by others indicate that "Thermador Electrical Manufacturing Company" ("Thermador Electrical") applied for permits associated with a building on the Property from 1952 to 1963. (Building Permits, Ex. C). However, according to Masco, the operations that are alleged to have contributed to contamination at the Property apparently did not begin until 1958, at or after the time when Spatron acquired the magnetic power supply operations of Norris-Thermador from another location and moved them to the Property in Alhambra.

Specifically, Herbert Meany,¹ a former vice president of the Thermador division of Norris-Thermador who later became president of NI Industries and who personally supervised operations at the Property from 1952 to 1956, recalls that the business conducted at the Property from 1946 to 1958 was the assembly of fan motors for plug-in electrical heaters. These operations were transferred to another location in Vernon, California, in about 1958. (Meany Declaration, Ex. D, para. 4.) He recalls the operations at the Property in Alhambra before 1958 did not involve painting or solvent usage (which suggests they would not have contributed to site contamination). *Id.*

Herbert Meany further remembers that in 1957 or 1958, certain electrical operations of Norris-Thermador (relating to magnetic power supplies) that had formerly been conducted at a site on Camfield Avenue in Los Angeles, were transferred to the Property in Alhambra and simultaneously sold to Spatron, a new entity. Spatron was formed by former employees of Thermador -- Robert Singleton and others. (Meany Declaration, Ex. D, paras. 5, 8). A key conclusion supported by Mr. Meany's declaration is that Spatron *continued to use the Thermador name* after 1958 even though such operations were not owned by Norris-Thermador. Spatron manufactured and assembled magnetic

¹ Herbert Meany worked for Norris-Thermador from 1945 until he retired in 1988. He served as the Vice President, General Manager, President, Chairman and Chief Executive Officer at various times from 1961 until his retirement. (Declaration of Herbert Meany, Ex. D, para. 2.)

power supplies (e.g., transformers and electronic components sold to the electronics industry). (*Id.* at paras. 5-6.)

In summary, Mr. Meany recalls that Norris-Thermador's operations at the Property consisted solely of the manufacture and assembly of fan motors (not the electrical operations sold to Spatron), and that there was no cleaning, painting or solvent usage at the Property by Norris-Thermador at any time.² Therefore, any liabilities relating to the operations at the Property belong to Spatron, as it conducted the electrical operations at issue in the RWQCB's Draft Order.

TriMas has no information regarding the current operations of Spatron, if any.

II. Masco Corporation's Acquisition of Norris-Thermador's Assets and Liabilities

A. Corporate Evolution of Norris-Thermador to NI Industries, Inc.

In 1966, Norris-Thermador changed its corporate name to Norris Industries, Inc. ("Norris Industries"). (Certificate of Amendment, Ex. E). On December 8, 1981, Norris Industries became a wholly-owned subsidiary of Norind Holdings, Inc. ("Norind Holdings"), a company incorporated in Delaware for the purpose of acquiring Norris Industries. (*Price Pfister, Inc. v. TriMas Corp.*, No. 05CC02302 (filed Feb. 3, 2009), available at <http://www.earnotlaw.com/articles/article26226.html>, attached as Ex. F). That month, Norind Holdings changed its corporate name to Norris-NI Industries, Inc. ("Norris-NI"). (Ex. F). On December 31, 1982, Norris-NI acquired the business, assets, and liabilities of Norris Industries, its wholly owned subsidiary. (Plan of Partial Liquidation and Redemption, attached as Ex. G). As a result, Norris-NI acquired the assets and liabilities of Norris-Thermador, a predecessor of Norris Industries.

On January 31, 1983, Norris-NI merged its wholly owned subsidiary, NI Industries, Inc., into itself and changed its name to NI Industries, Inc. ("NI Industries") (Ex. F). In 1983, Norris Industries (now a subsidiary of NI Industries) changed its name to NI West, Inc. (Certificate of Amendment, Ex. H).

In summary, "Norris-Thermador" was a former name of the company that by 1983 was known as NI Industries, Inc. Thermador Electrical Manufacturing Company had been a division of Norris-Thermador, and NI Industries, Inc. was by 1983 the successor to Norris-Thermador.

B. Masco's Acquisition of NI Industries

Masco Corporation began as a screw machine shop in Michigan known as Masco Screw Products Company. (*See* Masco Timeline, Ex. I). In 1961, Masco Screw Products Company changed its name to Masco Corporation ("Masco") and expanded into the home building products market. (Ex. I). In 1984, it created a separate operating unit known as Masco Industries, Inc. ("Masco Industries"). (Ex.

² The building permits are strong evidence that the operations conducted at the Property prior to 1958 (Norris-Thermador's motor fan assembly operations) did not involve a paint room, degreaser pit, or spray room. Permits to conduct these activities were not applied for until 1958 after Spatron acquired the electrical operations at issue in the Draft Order. (Building Permits, Ex. C).

I). Masco Industries consisted largely of Masco's industrial businesses, which manufactured products principally for the defense industry. (Excerpt from Masco 10-K Annual Report 1994, Ex. J).

In 1985, NI Industries was merged into the Masco companies. On January 13, 1985, Masco, Masco Industries, and NI Industries jointly executed a merger agreement under which Nimas Corporation ("Nimas" – a newly created company, the stock of which was owned 50% by Masco and 50% by Masco Industries), acquired NI Industries. (1985 Acquisition Agreement, Ex. K). At that time, NI Industries manufactured products including Thermador products, Weiser locks, Waste King appliances, Bowers electrical outlet boxes, and automobile and defense products. (See NI Industries' 1983 Annual Report, Ex. L). On March 7, 1985, Masco and Masco Industries acquired all of the outstanding shares of NI Industries through Nimas in a stock purchase agreement (attached as Ex. K).

In connection with the merger of NI Industries into the Masco family of companies, some of the assets and operations of NI's businesses remained with NI Industries or NI West and others were transferred or conveyed to one of the following – Masco Corporation, its newly created wholly owned subsidiary Masco Building Products Corp. ("MBPC"), or Masco Industries. (*Id.*) The 1985 Agreement specified that all of the "BRP Assets"³ (which included Thermador) were transferred to MBPC, and "all of the liabilities of NI associated with the BRP Assets" were assumed by MBPC, a corporation created by and 100% owned by Masco. (See Ex. K at Section 5.01(ii).) The Acquisition Agreement specified the liabilities that were being assumed by the transferee company (in the case of the BRP Assets, the liabilities that were being assumed by MBPC) and required the delivery of a written assumption agreement setting forth the terms of the assumption of liabilities. (See Assumption Agreement, Ex. M.)⁴

Most importantly, the Acquisition Agreement required MBPC to assume all future liabilities and obligations of NI Industries associated with the transferred businesses, including:

. . . all claims and litigation (whether or not existing or asserted as of the closing date) to the extent specifically relating to or arising out of the businesses theretofore conducted with the transferred assets (including, without limitation, product warranty and product liability claims, if any).

³ "BRP" Assets were defined in the Agreement as "all of the assets identified with the businesses referred to as building and remodeling products operations in NI's 1983 annual report to stockholders. . . ." 1985 Agreement, Section 5.03(a). NI's 1983 annual report (Ex. L) makes it clear that "building and remodeling products" included "door locks, electric outlet and switch boxes, cooktops, ovens, ventilating equipment, dishwashers, waste disposers, carpet padding, toilets, bathtubs, faucets, and other bathroom accessories." It goes on to state that "the building and remodeling segment of NI is known by such well-established names as Thermador, Waste King, and Artistic Brass." In short, there is no doubt that the "BRP Assets" that were transferred to MBPC in 1985 included Thermador operations.

⁴ To date, TriMas has not located a copy of the assumption agreement that MBPC was required to execute by the terms of the Acquisition Agreement for its assumption of liabilities of NI Industries. The assumption agreement attached as Exhibit L is likely very similar to the one that was required to be signed by MBPC, but Exhibit L relates to the liabilities assumed by MBPC from NI West. As several assumption agreements were required to be executed by the 1985 Acquisition Agreement's provision in Section 5.06, implementing the assumption of liabilities as agreed to and set forth in Section 5.04, it is reasonable to assume that all of the assumption agreements implementing Section 5.04 used the same operative language as Exhibit M to describe the assumed liabilities.

(Ex. K at section 5.04 (iii).) The claim now being asserted by the Regional Board, even though unknown in 1985, is a claim that is included among those transferred to MBPC in 1985. *See U.S. v. Iron Mountain Mines, Inc.*, 987 F. Supp. 1233, 1241 (E.D. Cal. 1997)(finding that courts universally hold that pre-CERCLA contractual language transferring “all liabilities” is sufficiently broad to include CERCLA liability unless other clauses to the agreement make it clear that the parties did not intend to transfer environmental liabilities). The fact that the Regional Board’s claim was unknown and unasserted in 1985 does not change the fact that it was a liability assumed by MBPC, since the assumed liabilities included future claims and litigation not yet asserted, and the agreement did not exclude the transfer of environmental liabilities. *See id.*

Because the BRP Assets that were transferred to MBPC consisted of the home building products sector of NI Industries, including Thermador products, MBPC acquired the existing and future liabilities of the prior Norris Thermador and Thermador Electrical operations when it acquired the BRP assets. Further confirmation of this fact is provided in an exhibit to the Acquisition Agreement, which shows the transfer of certain subsidiaries of NI Industries, including Norris Thermador and Thermador Electrical, to MBPC. (1985 Acquisition Agreement, Ex. K, at Schedule 4.00). In addition, the Norris-Thermador Certificate of Dissolution in 1994 confirmed that MBPC “*has assumed payment of all known debts and liabilities of Norris-Thermador Corporation*”. (Certificate of Dissolution, Ex. N) (emphasis added).

In November 1986, Masco Industries acquired Masco’s fifty percent interest in Nimas, causing Masco Industries to be the sole owner of Nimas and Nimas’s subsidiary, NI Industries. (Stock Exchange and Purchase Agreement, Ex. O). By that time, the assets and liabilities of the operations conducted by Norris-Thermador and Thermador Electrical at the Property (which were among the BRP Assets) had already been transferred to MBPC, Masco’s subsidiary, via the 1985 Acquisition Agreement. (Ex. K). Further future liabilities associated with those assets and operations had been assumed by MBPC as provided in the 1985 Acquisition Agreement. None of the assets or liabilities that may have resulted from the operations of Norris-Thermador or Thermador Electrical at the Property, therefore, transferred to Masco Industries with its acquisition of Nimas in 1986.

Masco’s 1994 10-K shows that in 1994, MBPC was still a direct subsidiary of Masco Corporation, and that Thermador Corporation was a direct subsidiary of Masco Building Products Corp. This is additional evidence that the Thermador business was still owned by Masco/MBPC in 1994. Further proof that Masco and its subsidiary MBPC owned the Thermador assets (and not Masco Industries or NI Industries), was the fact that Masco sold its Thermador subsidiary to Bosch-Siemens in June 1998. (*See* Excerpt of Masco 10-K Annual Report, Ex. P).

C. TriMas Acquired No Liabilities of the Alhambra Thermador Operations

TriMas was originally incorporated in Delaware in 1986 as Campbell Industries, Inc. and later renamed TriMas Corporation. (Certificate of Incorporation, Ex. Q). In 1988, Masco acquired TriMas. On November 7, 1988, TriMas entered an Acquisition and Subscription Agreement with Masco and Masco Industries under which TriMas obtained certain assets from Masco Industries and its subsidiary, NI Industries, including the businesses and properties relating to the Compressed Gas Cylinder company and related companies. (Acquisition and Subscription Agreement, Ex. R). This transfer was

effectuated through a Conveyance and Assignment agreement executed on December 27, 1988. (Conveyance and Assignment, Ex. S). This conveyance did not include any assets relating to any Thermador entity, which assets had been previously transferred to MPBC in 1985.

On December 10, 1997, Masco Industries, by then known as MascoTech, Inc.⁵, entered an agreement to acquire TriMas. (Agreement and Plan of Merger, Ex. U). Under this agreement, Trimas merged with MascoTech Acquisition, Inc. ("MascoTech Acquisition"), a wholly-owned subsidiary of Masco Industries, with TriMas as the surviving company. (*Id.*) On January 15, 1998, NI Industries merged with and into MascoTech Acquisition, with MascoTech Acquisition as the surviving corporation. (Agreement and Plan of Merger, Ex. V). Then, on January 22, 1998, MascoTech Acquisition merged into TriMas with TriMas as the surviving corporation, pursuant to the Agreement and Plan of Merger executed on December 10, 1997. (Ex. U). As a result of these mergers, TriMas succeeded to the assets and liabilities then held by NI Industries, none of which included the assets relating to the Thermador entities previously transferred to MPBC in 1985.

TriMas is the admitted successor to certain prior businesses operated by NI Industries and their associated liabilities, such as the defense-related businesses previously operated by NI, including the compressed gas cylinder division. However, TriMas is not the successor to all of the businesses and operations that were ever conducted by NI Industries, with Thermador, Artistic Brass, Waste King and others having been transferred to Masco Corporation in 1985. Statements made by counsel for some parties in their submissions that "TriMas is the successor to NI Industries, Inc." are overly simplistic, and although true for some acquired operations (e.g., gas cylinders), are completely untrue for others, such as Thermador and Waste King.⁶

In summary, although Thermador Electrical was once operated as a subsidiary or division of NI Industries and apparently conducted some operations at the Property, none of the assets or liabilities associated with the operations conducted by Norris-Thermador or Thermador Electrical at the Property were ever acquired by or transferred to TriMas at any time. As demonstrated in the documents discussed above, the entity that owned the assets and liabilities of the Thermador and Thermador Electrical operations in Alhambra when TriMas acquired NI Industries was either Spatron, or Masco Building Products Company, a subsidiary of Masco Corporation. TriMas is therefore not liable as a successor to the operations that were conducted at the Property and is not a proper party to the Draft Order.

⁵ Masco Industries changed its name to MascoTech, Inc. in June of 1993. (*See* Amended Application for Certificate of Authority to Transact Business in Michigan, Ex. T).

⁶ The statement made by counsel for LSI Corporation in its October 25, 2010 comments on a prior draft of the cleanup and abatement order, to the effect that TriMas acknowledges liability for the actions of waste disposal conducted by Norris-Thermador and NI Industries at the Stringfellow Superfund Site, is incorrect. TriMas's liability at the Stringfellow site stems from the disposal of waste by defense industries operated by NI Industries in Vernon, California, which TriMas acquired in 1988, but which have no relationship to the Thermador businesses or properties that were transferred to Masco and its subsidiary MBPC in 1985.

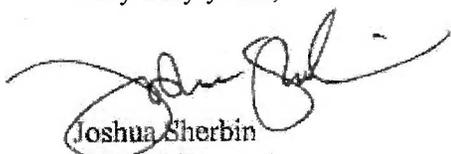
Paula Rasmussen
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III. Other Comments on Draft Order

TriMas Corporation has no right to access the Property to conduct remediation or for any other purpose. If the Regional Board were to disregard the information in this letter and nevertheless order TriMas to implement an order at the Property, TriMas has no present ability to perform the tasks in the Draft Order. It does not now have and has never had control over or access to the Property.

If you have any questions or if we can provide any additional information, please feel free to contact me.

Very truly yours,



Joshua Sherbin
General Counsel
TriMas Corporation

Enclosures

Cc: [all via electronic mail]
Albert Bostain, TriMas Corporation
James Collins, Esq., Region IX

EXHIBIT A



ARTICLES OF INCORPORATION

FILED

In the office of the Secretary of State
of the State of California

OF

NORRIS STAMPING AND MANUFACTURING CO. MAR 25 1940

PAUL BEEK, Secretary of State

5 KNOW ALL MEN BY THESE PRESENTS:

6 That we, the undersigned, have this day associated ourselves
7 together for the purpose of forming a corporation under the General
8 Corporation Laws of the State of California

9 AND THAT WE HEREBY CERTIFY:

10 FIRST: That the name of the corporation is

11 NORRIS STAMPING AND MANUFACTURING CO.

12 SECOND: That the purposes for which the corporation is
13 formed are:

14 To carry on the business of manufacturing, constructing,
15 and fabricating any articles, generally, and said articles may be
16 made of any material; to manufacture, purchase, lease, hire or other-
17 wise acquire, to own, hold, use and enjoy, to sell, lease, sub-lease,
18 let, hire, assign, transfer, exchange or otherwise dispose of through-
19 out the world, generally, and to invest, trade and deal in and deal
20 with personal property of every class and description without limit
21 as to the amount, cost or value thereof, and whereover the same may
22 be situated;

23 To buy, sell, manufacture, fabricate, store, export and
24 import all kinds, forms and combinations of steel, iron or other
25 metals, or either or any of them and in the products of iron, steel
26 or other metals, or either or any of them, or in which steel, iron,
27 or any other metals form a substantial part, including tools, machin-
28 ery, railway parts, general supplies and specialties, and to trans-
29 act a general steel and iron manufacturing, jobbing, fabricating,
30 stamping, machinery and supply business;

31 To buy, sell, trade, export, import, prepare, store, trans-
32 port, distribute, dispose of and deal in and with iron, steel and
33 other metals, new and second hand, machinery, metals, appliances and
34 equipment, new and second hand, railroads, engines, cars, rails,
35 parts, and equipment; boats, ships, parts and equipment and personal
36 property of any kind;

37 To manufacture, buy, sell, import and export and otherwise
38 deal in and with iron and steel metals and products, both new and used
39 and to purchase, lease or otherwise acquire lands and buildings in
40 this state or elsewhere, for the erection and establishment of a
41 manufactory, or manufactories, and work-shops with suitable, plant,
42 engines and machinery;

43 To manufacture, buy, sell, deal in or in any lawful manner
44 acquire or dispose of any article, receptacle or thing necessary,
45 useful or convenient in connection with the manufacture, distribution
46 sale or service of any and/or all products of this corporation and

generally in connection with any undertaking of this corporation, to do any or all things, and to conduct any business that may be deemed necessary, useful or convenient, all to the same extent as a natural person might or could do;

To acquire by license, lease or in any other lawful manner, the exclusive or other right or license to manufacture, distribute, sell and generally deal in appliances, forms, equipment, devices, tools, machinery and any and all kinds of articles of any character or description whether patented or otherwise; to sub-license or grant to any other corporation or any organization or person the right or license to manufacture, distribute, sell and generally deal in any of the articles or things in which this corporation will deal;

To manufacture, invent, design, develop, assemble, build, construct, fabricate, buy, sell, use, lease, license others to use, deal in or otherwise turn to account or dispose of, machinery, engines, equipment, materials, supplies, appliances, accessories, and articles of every nature; to manufacture, invent, design, develop, assemble, build, construct, fabricate, buy, sell, use, lease, license others to use, deal in, or otherwise turn to account or dispose of gas-holders, iron and steel tanks, boilers, sheet, plate and structural iron-work and iron, steel and other metal work of all description, and to manufacture, sell and deal in all kinds of equipment, machinery and/or specialties;

To conduct and carry on a general foundry, mill and machine shop business and engage in the manufacture of all kinds of iron, castings and machinery and to buy iron and steel, either manufactured or unmanufactured, and to sell the same;

To operate and carry on a general junk, salvage and scrap metal business;

To carry on the business of construction and mechanical engineers, architects, chemists and to hire the labor of engineers and architects of any and all kinds;

To prepare and cause to be prepared plans for the building of specialties, equipment, machinery and any and all other manufactured products; to sell and otherwise dispose of plans, specifications and all necessary information for building, manufacturing and making manufactured products of any and all kinds and descriptions;

To purchase, lease or otherwise acquire lands and buildings wherever situated for the erection and establishment of a manufactory or manufactories, plants, buildings and/or workshops for the manufacture, storage, distribution and sale directly or indirectly of any of the products of this corporation;

To hire premises for necessary shop and storage purposes, and to purchase, own and operate a suitable shop, or shops, as may be required for the business, and all necessary and suitable shop and other equipment and machinery necessary to carry on said business;

To create, establish, build up and maintain a selling or purchasing organization for the promoting, sale, advertisement, distribution or introduction of any and all manufactured products, merchandise, personal property and subject of trade or commerce of every kind and nature, and of any patents, inventions, trademarks or any rights or interests therein and thereto; to manufacture, deal in, contract for, or otherwise acquire, advertise, promote, introduce, distribute, buy, sell or otherwise dispose of any of the aforesaid, either for itself and on its own account or for any other person, firm, association or corporation as general brokers

or otherwise;

To conduct a general agency business, to employ, engage, hire and to appoint corporations, firms or individuals, in any and all parts of the world, to act as agents and/or sub-agents, and/or brokers and/or factors for this corporation in such capacity or any other capacity whatsoever and on such conditions as may be determined from time to time by the Board of Directors, the foregoing not being exclusive;

To promote and assist, financially or otherwise, corporations, firms, syndicates, associations, individuals, and others, and to give any guarantee in connection therewith or otherwise for the payment of money or for the performance of any other undertaking or obligation;

To enter into contracts of all kinds, with any person, firm or corporation, public or private, and to purchase, lease or otherwise acquire any and all rights, privileges and franchises;

To enter into arrangements with governments or authorities, municipal, local or otherwise, and to obtain from such governments or authorities, rights, privileges, franchises, grants and concessions and to carry out, exercise and comply with such arrangements, rights, privileges, franchises, grants and concessions;

To become a member of any partnership or a party to any lawful agreement for sharing profits or to any union of interests, agreement for reciprocal concessions, joint adventure, or co-operation or mutual trade agreement with any person, association, partnership, co-partnership, firm or corporation that is carrying on, or engaging in or that is about to engage in any business which this corporation is authorized to carry on, or that is conducting or transacting any business capable of being conducted so as directly or indirectly to benefit this corporation;

To enter into, make, perform and carry out contracts of every kind for any lawful purpose, without limit as to amount, with any person, firm, association or corporation;

To act as broker, factor or agent in any matter, business or transaction and for any person, association, firm or corporation;

To secure any liability, debt or evidence of indebtedness or obligation by mortgage, deed of trust, pledge or otherwise;

To engage in any lawful business, undertaking, enterprise, venture, transaction or operation with any person, firm, syndicate, association, copartnership or corporation that may be permitted under the laws of the State of California, in any capacity whatsoever and on such conditions as may be determined from time to time by the Board of Directors;

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares and merchandise and real and personal property of every class and description;

To apply for, obtain, purchase, lease or otherwise to acquire and to hold, use, operate and introduce, and to sell, assign or otherwise to dispose of, any letters patent, licenses or grants in respect of letters patent, inventions, improvements and processes used in connection with, or secured under letters patent of the United States or elsewhere or otherwise, and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any such

1 patents, licenses, processes, and inventions or the like, or any
2 such property or rights, and to supervise or otherwise exercise such
3 control over its said licenses and the business conducted by them, as
4 may be agreed upon in its contracts with such licenses for the pro-
5 tection of its rights in said patents, and to secure to it the pay-
6 ment of agreed royalties, and to manufacture or deal in any article,
7 produced as the result or by the use of any such inventions or pro-
8 cess, or under any such patent, or any articles of any description
9 used or suitable to be used in connection therewith;

6 To purchase or by any other lawful means acquire and pro-
7 tect, prolong and renew, whether in the United States or elsewhere
8 any patents, patent rights, copyrights, processes, licenses, protec-
9 tions and concessions which may appear likely to be advantageous
10 or useful to the corporation, and to use and turn to account and
11 to manufacture under or grant licenses or privileges in respect of
12 the same, and to expend money in experimenting upon and testing and
13 in improving or seeking to improve any patents, inventions or rights
14 which the corporation may acquire or propose to acquire;

11 To improve, manage, develop, sell, assign, transfer,
12 lease, mortgage, pledge or otherwise dispose of or turn to account
13 or deal with all or any part of the property of the corporation
14 and from time to time to vary any investment or employment of capital
15 of the corporation;

14 To borrow and lend money, and to make and issue notes,
15 bonds, debentures, obligations and evidences of indebtedness of all
16 kinds, whether secured by mortgage, pledge or otherwise, without limit
17 as to amount, and to secure the same by mortgage, pledge or other-
18 wise; and generally to make and perform agreements and contracts of
19 every kind and description;

18 To purchase, hold, sell and transfer the shares of its
19 own capital stock; provided it shall not use its funds or property
20 for the purchase of its own shares of capital stock when such use
21 would cause any impairment of its capital; and provided further that
22 shares of its own capital stock belonging to it shall not be voted
23 upon directly or indirectly;

21 To acquire by purchase, subscription or otherwise and to
22 hold for investment or otherwise and to use, sell, assign, transfer
23 mortgage, pledge or otherwise deal with or dispose of stocks, bonds,
24 or any other obligations or securities of any corporation or corpora-
25 tions; to merge or consolidate with any corporation in such manner
26 as may be permitted by law; to aid in any manner any corporation
27 whose stock, bonds or other obligations are held or in any manner
28 guaranteed by the corporation and/or in which the corporation is
29 in any way interested; and to do any other acts or things for the
30 preservation, protection, improvement or enhancement of the value
31 of any such stock, bonds or other obligations, or to do any acts
32 or things designed for any such purpose; and while owner of any
33 such stock, bonds or other obligations to exercise all the rights,
34 powers and privileges of ownership thereof, and to exercise any and
35 all voting powers thereon; to guarantee the payment of dividends
36 upon any stock, or the principal or interest or both of any bonds
37 or other obligations and the performance of any contracts;

30 To the same extent as natural persons might or could do,
31 to purchase or otherwise acquire and to hold, own, maintain, work,
32 develop, sell, lease, exchange, hire, convey, mortgage or otherwise
33 dispose of and deal in, lands and leaseholds, and any interest, es-
34 tate and rights in real property, and any personal or mixed property

and any franchises, rights, licenses or privileges necessary, convenient or appropriate for any of the purposes herein expressed;

To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in copartnership or in association with other corporations, firms, associations, syndicates, copartnerships or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business or powers or any part or parts thereof, provided the same be not inconsistent with the laws under which this corporation is organized;

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of real and personal property of every class and description in any of the States, districts, territories, or colonies of the United States, and in any and all foreign countries, subject to the laws of such State, district, territory, colony or country.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and exercise all the powers conferred by the laws of California upon corporations formed under the Act hereinbefore referred to, and to do any or all of the things hereinabove set forth to the same extent as natural persons might or could do.

THIRD: That the County in the State of California where the principal office for the transaction of the business of the corporation is to be located is Los Angeles County.

FOURTH: That this corporation is authorized to issue two (2) classes of shares of stock to be designated respectively Preferred and Common; the total number of shares which this corporation shall have authority to issue is Ten Thousand (10,000) and the aggregate par value of all shares that are to have a par value shall be Five Hundred Thousand Dollars (\$500,000.00); and the number of Preferred shares that are to have a par value shall be Five Thousand (5,000), and the par value of each share of Preferred stock shall be One Hundred Dollars (\$100.00); and the number of Common shares which are to be without par value shall be Five Thousand (5,000),

FIFTH: A statement of the preferences, privileges and restrictions granted to or imposed upon the respective classes of shares and/or upon the holders thereof is as follows:

1 (a) The holders of preferred shares shall be entitled
2 to receive out of any funds of this corporation at the time legally
3 available for the declaration of dividends, dividends at the rate of
4 five percent (5%) per annum of the par value thereof, payable in
5 cash semi-annually, or at such time as the Board of Directors may
6 from time to time determine, when and as declared by the Board of
7 Directors. Such dividends shall accrue from the date of issuance
8 of the respective preferred shares and shall be deemed to accrue
9 from day to day regardless of whether or not earned or declared.
10 Such dividends shall be payable before any dividends shall be de-
11 clared or paid upon or set apart for the common shares and shall
12 be cumulative, so that if in any year or years, dividends upon the
13 outstanding preferred shares at the rate of Five percent (5%) per
14 annum of the par value thereof shall not have been paid thereon or
15 set apart therefor, the amount of the deficiency shall be fully
16 paid or declared and set apart for payment, but without interest,
17 before any distribution, whether by way of dividend or otherwise,
18 shall be declared or paid upon, or set apart for, the common
19 shares.

20 (b) This corporation at the option of the Board of
21 Directors may redeem the whole or from time to time may redeem
22 any part of the preferred shares on any dividend date by paying
23 in cash therefor the sum of One Hundred and Three Dollars (\$103.00)
24 per share if redeemed within five (5) years from the date of issue,
25 the sum of One Hundred and Five Dollars (\$105.00) per share if
26 redeemed after five (5) years and before ten (10) years from date
27 of issue and the sum of One Hundred and Seven Dollars (\$107.00)
28 per share if redeemed at any time after ten (10) years from the
29 date of issue and, in addition to the aforementioned amounts, an
30 amount in cash equal to all dividends on preferred shares unpaid
31 and accumulated as provided in (a) of this Article Fifth, whether
32 earned or declared or not, to and including the date fixed for

redemption, such sum being hereinafter sometimes referred to as the redemption price. In case of the redemption of a part only of the outstanding preferred shares, this corporation shall designate by lot, in such manner as the Board of Directors may determine, the shares to be redeemed, or shall effect such redemption pro rata. At least fifteen (15) days previous notice by mail, postage prepaid, shall be given to the holders of record of the preferred shares to be redeemed, such notice to be addressed to each such shareholder at his post-office address as shown by the records of this corporation. On or after the date fixed for redemption and stated in such notice, each holder of preferred shares called for redemption shall surrender his certificate evidencing such shares to this corporation at the place designated in such notice and shall thereupon be entitled to receive payment of the redemption price. In case less than all the shares represented by any such surrendered certificate are redeemed, a new certificate shall be issued representing the unredeemed shares. If such notice of redemption shall have been duly given, and if on or before the date fixed for redemption funds necessary for the redemption shall have been set aside so as to be and continue available therefor, then, notwithstanding that the certificates evidencing any preferred shares so called for redemption shall not have been surrendered the dividends with respect to the shares so called for redemption shall cease to accrue after the date fixed for redemption and all rights with respect to the shares so called for redemption shall forthwith after such date cease and determine, except only the right of the holders to receive the redemption price without interest. At any time after giving notice of redemption, as aforesaid, of all or any part of the preferred shares, this corporation may deposit with a bank or trust company in the City of Los Angeles, State of California, as a trust fund for the benefit of the holders of shares called for redemption, an amount in cash sufficient to pay the redemption price of such shares. After the making of such deposit, such shares shall not

1 be deemed to be outstanding for any purpose, and the rights of the
2 holders thereof shall be limited to the right to receive payment
3 of the redemption price from such fund upon surrender of the certifi-
4 cates evidencing such shares. Subject to the provisions hereof, the
5 Board of Directors shall have authority to prescribe from time to
6 time the manner in which preferred shares shall be redeemed.

7 (c) In the event of a voluntary liquidation, dissolution
8 or winding up of this corporation, the holders of preferred shares
9 shall be entitled to receive out of the assets of this corporation,
10 whether such assets are capital or surplus of any nature, an amount
11 equal to one-hundred per cent (100%) of the par value of such pre-
12 ferred shares, and in addition to such amount a further amount equal
13 to the dividends unpaid and accumulated thereon, as provided in (a)
14 of this Article Fifth, to the date of such distribution, whether
15 earned or declared or not, and no more, before any payment shall be
16 made or any assets distributed to the holders of common shares.

17 In the event of an involuntary liquidation, dissolution or
18 winding up of this corporation, the holders of the preferred shares
19 shall be entitled to receive, out of the assets of this corporation,
20 whether such assets are capital or surplus of any nature, an amount
21 equal to one-hundred percent (100%) of the par value of such pre-
22 ferred shares and a further amount equal to the dividends unpaid
23 and accumulated thereon as provided in (a) of this Article Fifth to
24 the date of such distribution, whether earned or declared or not,
25 and no more, before any payment shall be made or any assets distribut-
26 ed to the holders of common shares.

27 If upon such liquidation, dissolution or winding up,
28 whether voluntary or involuntary, the assets thus distributed among
29 the holders of the preferred shares shall be insufficient to permit
30 the payment to such shareholders of the full preferential amounts
31 aforesaid, then the entire assets of this corporation to be dis-
32 tributed shall be distributed ratably among the holders of preferred

shares. A consolidation or merger of this corporation with or into any other corporation or corporations shall not be deemed to be a liquidation, dissolution or winding up, within the meaning of this clause.

(d) In the event of any liquidation, dissolution or winding up of this corporation, whether voluntary or involuntary, subject to all of the preferential rights of the holders of preferred shares on distribution or otherwise, the holders of common shares shall be entitled to receive, ratably, all remaining assets of this corporation.

(e) The holders of common shares issued and outstanding except as otherwise provided by law or otherwise expressly provided by these Articles of Incorporation, shall have and possess the sole and exclusive voting rights and powers, and the holders of preferred shares shall not be entitled to any notice of shareholders' meetings or to vote upon the election of directors or upon any question affecting the management or affairs of this corporation, except where such notice or vote is required by law or by express provisions of these Articles of Incorporation.

(f) In the event cumulative dividends on the preferred shares, as provided in (a) of this Article Fifth, shall be unpaid in whole or in part for a period of two (2) years, then so long as any such cumulative dividends on the preferred shares are in arrears and no longer, the holders of preferred shares issued and outstanding shall be entitled exclusively to notice of shareholders' meetings and exclusively to voting rights, except where otherwise provided by law or otherwise expressly provided in these Articles of Incorporation, but upon the payment or declaration and setting apart for payment of all dividends then accrued to the holders of the outstanding preferred shares, the rights of the holders of preferred shares as such to notice and to vote shall thereupon cease and the exclusive rights of the holders of the common shares, as such, to

1 notice and to vote is thereupon to recumance; subject to renewal and
2 termination again from time to time on the same terms and conditions.

3 SIXTH: (a) The number of directors of this corporation
4 shall be three (b) The shareholders may increase the number of di-
5 rectors by duly adopting such a by-law.

6 (b) The names and addresses of the persons who are appoint-
7 ed to act as the first directors of this corporation are:

8	<u>NAMES</u>	<u>ADDRESSES</u>
9	Augustus F. Mack, Jr.	Los Angeles, California
10	May B. Millican	Los Angeles, California
11	Adele Sparks	Glendale, California.

12 SEVENTH: (a) That the private property of the share-
13 holders, directors and officers shall not be subject to the payment
14 of corporate debts to any extent whatever.

15 (b) Each shareholder of this corporation shall
16 be entitled to full preemptive or preferential rights, to purchase
17 and/or subscribe for his proportionate part of any shares of this
18 corporation, of the same class then held by him, which may be pro-
19 posed to be issued at any time by the corporation, on the same
20 ratio as shares held by him of the same class shall bear to the
21 number of such class of shares subscribed or outstanding, immediately
22 prior to such additional issue.

23 IN WITNESS WHEREOF, for the purpose of forming this cor-
24 poration under the laws of the State of California, we, the under-
25 signed, constituting the incorporators of this corporation, including
26 the persons named hereinabove as the first directors of this corpor-
27 ation, have executed these Articles of Incorporation this 22nd day
28 of March, 1940.

29 Augustus F. Mack, Jr. L.S.

30 May B. Millican L.S.

31 Adele Sparks L.S.
32

1 STATE OF CALIFORNIA

2 COUNTY OF LOS ANGELES

SS.

3
4 On this 22nd day of March 1940, before me,

5 S. M. Smith,

a Notary Public in and for said

6 County and State, residing therein, duly commissioned and sworn,

7 personally appeared Augustus F. Mack, Jr., May B. Millican and

8 Adele Sparks, known to me to be the persons whose names are sub-

9 scribed to the foregoing Articles of Incorporation and acknowledged

10 to me that they executed the same.

11 WITNESS my hand and official seal.

12
13
14 
15 Notary Public in and for the County
of Los Angeles, State of California

16 My commission expires: Feb 15 1942
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EXHIBIT B

Name changed to: NORRIS-THERMADOR CORPORATION

183192

FILED
In the office of the Secretary of State
of the State of California

**CERTIFICATE OF AMENDMENT OF ARTICLES
OF INCORPORATION OF
NORRIS STAMPING AND MANUFACTURING CO.**

MAY 7 - 1951

[Signature]
Secretary of State

The undersigned, K. T. NORRIS and N. W. HAGELBERG, do hereby certify that they are, respectively, and have been at all times herein mentioned, the duly elected and acting president and secretary of NORRIS STAMPING AND MANUFACTURING CO., a California corporation, and further that:

One: At a regular meeting of the board of directors of said corporation duly held at its principal office for the transaction of business at 5215 South Boyle Avenue, Los Angeles, California, at 2:30 o'clock P. M., on the 17th day of April, 1951, at which meeting there was at all times present and acting a quorum of the members of said board, the following resolution was duly adopted:

"FIRST: The name of this corporation is:

NORRIS-THERMADOR CORPORATION".

Two: The number of shares of said corporation consenting to such amendment of its articles of incorporation is 315,612 and attached hereto, marked Exhibit A, is a copy of the form of written consent executed by the holders of said shares.

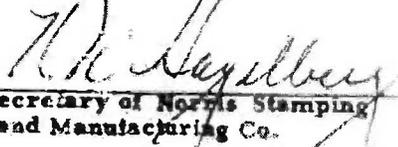
Three: The total number of shares of said corporation

entitled to vote on or consent to the adoption of such amendment is
625,455.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 24th day of April, 1951.



President of Norris Stamping
and Manufacturing Co.

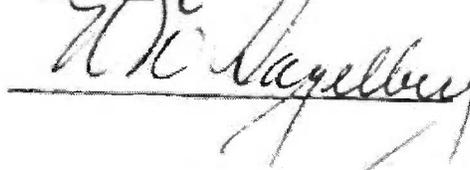


Secretary of Norris Stamping
and Manufacturing Co.

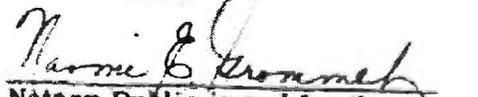
STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

K. T. NORRIS and N. W. HAGELBERG, being first duly sworn, each for himself deposes and says:

That K. T. NORRIS is, and was at all of the times mentioned in the foregoing Certificate of Amendment, the president of NORRIS STAMPING AND MANUFACTURING CO., the California corporation therein mentioned, and N. W. HAGELBERG is, and was at all of said times, the secretary of said corporation; that each has read said certificate and that the matters set forth therein are true of his own knowledge, and that the signatures purporting to be the signatures of said president and secretary thereto are the genuine signatures of said president and secretary, respectively.

Subscribed and sworn to before me this 24th day of April, 1951.


Notary Public in and for the
County of Los Angeles, State of
California. Commission Expires Feb. 16, 1952

WRITTEN CONSENT OF SHAREHOLDERS TO
AMENDMENT OF ARTICLES OF
INCORPORATION OF
MORRIS STAMPING AND MANUFACTURING CO.

WHEREAS, at a regular meeting of the board of directors of MORRIS STAMPING AND MANUFACTURING CO., a California corporation, duly held at the principal office for the transaction of business of said corporation at 5215 South Boyle Avenue, Los Angeles, California, on the 17th day of April, 1951, at which meeting a quorum of the members of said board was at all times present and acting, an amendment of the articles of incorporation of said corporation was adopted and approved by resolution of said board amending Article First of said articles of incorporation to read as follows:

"FIRST: The name of this corporation is:
MORRIS-THERMADOR CORPORATION".

NOW, THEREFORE, each of the undersigned shareholders of said corporation does hereby adopt, approve and consent to the foregoing amendment of said articles of incorporation, and does hereby consent that Article First of said articles of incorporation be amended to read as herein set forth.

IN WITNESS WHEREOF, each of the undersigned has hereunto signed his name, and following his name, the date of sign-

EXHIBIT A

THERMADOR ELECTRICAL MANUFACTURING CO.

INCORPORATED

310 DISTRICT BOULEVARD

LOS ANGELES 22, CALIFORNIA



"NEVER LEAN ON ME"

March 8, 1951

Norris Stamping and Manufacturing Co.,
6215 South Boyle Avenue,
Los Angeles 56, California.

Gentlemen:

The undersigned corporation, Thermador Electrical Manufacturing Company, hereby consents to the use by you of the name NORRIS-THERMADOR CORPORATION, or Company, or any abbreviation of the words Company or Corporation, such as Co., Corp., Inc., and to the change of your corporate name thereto.

Very truly yours,

THERMADOR ELECTRICAL
MANUFACTURING COMPANY

By 
W. E. CRANSTON
President

WEC
bpa

EXHIBIT C

CITY OF ALHAMBRA
BUILDING DEPARTMENT

BUILDING
APPLICATION FOR PERMIT

PERMIT NO. <i>A 29128</i>	PLAN NO. <i>Attch'd</i>	P. C. NO.	GROUP	TYPE	USE ZONE
DATE ISSUED <i>5-23-63</i>	READY FOR INSPECTION	FIRE ZONE	SET BACK FOR ST. WIDENING	SET BACK FOR USE ZONE	
JOB ADDRESS <i>715 S. Raymond</i>			DESCRIPTION OF WORK		
LOT <i>17414</i> BLOCK <i>5</i> TRACT <i>#1 Dodge</i>			USE OF BUILDING <i>Test Lab. Added inside of slab</i>		
SIZE OF LOT			CORRECTIONS		
OWNER	NAME <i>Norris Thymader 1966</i>		FOUNDATION:		
	ADDRESS <i>52nd & District</i>				
	CITY <i>Vernon</i> PHONE <i>Pu 38831</i>				
CONTRACTOR	NAME <i>Maintenance</i>		ROUGH FRAME:		
	ADDRESS				
	CITY				
	STATE LICENSE NO. PHONE				
ARCHITECT OR ENGINEER	NAME		FINAL:		
	ADDRESS				
	CITY				
	STATE LICENSE NO. PHONE				
NEW	NO. OF FAMILIES		APPROVALS		
ALTERATION	NO. OF ROOMS		TOILET		
ADDITION <input checked="" type="checkbox"/>	SIZE OF BLDG. <i>11' x 21'</i>		FOUNDATION AND MAT'L		
REPAIR	STORIES <i>1</i>		CHIMNEY		
MOVE	EXTERIOR WALL COVERING		ROUGH FRAME <i>5-20-63</i> <i>de</i>		
DEMOLISH	ROOF COVERING		FINAL		
I HEREBY CERTIFY THAT ALL WORK WILL BE BUILT TO CONFORM TO ALHAMBRA ORDINANCES AND CALIFORNIA STATE LAWS APPLICABLE THERETO: THAT I HAVE CAREFULLY EXAMINED THE ABOVE APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT.					
SIGNATURE OF OWNER OR AUTHORIZED AGENT <i>Edw. Barth</i>					
VALUATION \$ <i>\$150</i>			PERMIT FEE \$		

CITY OF ALHAMBRA
BUILDING DEPARTMENT

BUILDING
APPLICATION FOR PERMIT

PERMIT NO. <i>A6978</i>	PLAN NO. <i>8921</i>	P. C. NO. <i>A6978</i>	GROUP	TYPE	USE ZONE
DATE ISSUED <i>8-21-58</i>		READY FOR INSPECTION	FIRE ZONE	SET BACK FOR ST. WIDENING	SET BACK FOR USE ZONE
JOB ADDRESS <i>715 So RAYMOND</i>			DESCRIPTION OF WORK <i>Paint - Booth</i> <i>Regroom pit</i>		
LOT <i>13</i> BLOCK <i>5</i> TRACT <i>July #1</i>					
SIZE OF LOT			CORRECTIONS		
OWNER	NAME <i>THERMADOR ELEC 1766</i>		FOUNDATION:		
	ADDRESS <i>715 So RAYMOND</i>				
	CITY <i>ALHAMBRA</i> PHONE <i>CU 38831</i>				
CONTRACTOR	NAME <i>OWNER</i>		ROUGH FRAME:		
	ADDRESS				
	CITY				
	STATE LICENSE NO. PHONE				
ARCHITECT OR ENGINEER	NAME		FINAL:		
	ADDRESS				
	CITY				
	STATE LICENSE NO. PHONE				
NEW	NO. OF FAMILIES				
ALTERATION	NO. OF ROOMS				
ADDITION	SIZE OF BLDG.				
REPAIR	STORIES				
MOVE	EXTERIOR WALL COVERING				
DEMOLISH	ROOF COVERING				
I HEREBY CERTIFY THAT ALL WORK WILL BE BUILT TO CONFORM TO ALHAMBRA ORDINANCES AND CALIFORNIA STATE LAWS APPLICABLE THERETO; THAT I HAVE CAREFULLY EXAMINED THE ABOVE APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT.					
SIGNATURE OF OWNER OR AUTHORIZED AGENT <i>Thermador Elec 1766</i> <i>John R. Singleton</i>		APPROVALS			
		TOILET	<i>PAINT Booth 9-25-58 AS</i>		
		FOUNDATION AND MAT'L	<i>Tom 8-22-58 SM</i>		
		CHIMNEY			
		ROUGH FRAME			
		FINAL	<i>9-25-58 SM</i>		
VALUATION \$ <i>2100.00</i>		PERMIT FEE \$			

CITY OF ALHAMBRA
BUILDING DEPARTMENT

BUILDING
APPLICATION FOR PERMIT

PERMIT NO. <i>24807</i>	PLAN NO.	P. C. NO. <i>24807</i>	GROUP	TYPE	USE ZONE
DATE ISSUED <i>A-1-58</i>	READY FOR INSPECTION	FIRE ZONE	SET BACK FOR ST. WIDENING	SET BACK FOR USE ZONE	

JOB ADDRESS <i>715 RAYMOND AVE</i>	DESCRIPTION OF WORK
LOT BLOCK TRACT	USE OF BUILDING <i>Pit for VACUUM TANKS</i>
SIZE OF LOT	
OWNER NAME <i>Thermador Elect Mfg</i>	
OWNER ADDRESS <i>5119 District Blvd.</i>	
OWNER CITY <i>Los Angeles</i> PHONE <i>LU: 86131</i>	
CONTRACTOR NAME	CORRECTIONS
CONTRACTOR ADDRESS	FOUNDATION:
CONTRACTOR CITY	
CONTRACTOR STATE LICENSE NO. PHONE	
ARCHITECT OR ENGINEER NAME	ROUGH FRAME:
ARCHITECT OR ENGINEER ADDRESS	
ARCHITECT OR ENGINEER CITY	
ARCHITECT OR ENGINEER STATE LICENSE NO. PHONE	
NEW NO. OF FAMILIES	
ALTERATION <input checked="" type="checkbox"/> NO. OF ROOMS	
ADDITION <input checked="" type="checkbox"/> SIZE OF BLDG.	
REPAIR <input checked="" type="checkbox"/> STORIES	
MOVE <input checked="" type="checkbox"/> EXTERIOR WALL COVERING	
DEMOLISH <input checked="" type="checkbox"/> ROOF COVERING	

I HEREBY CERTIFY THAT ALL WORK WILL BE BUILT TO CONFORM TO ALHAMBRA ORDINANCES AND CALIFORNIA STATE LAWS APPLICABLE THERETO: THAT I HAVE CAREFULLY EXAMINED THE ABOVE APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT.

SIGNATURE OF OWNER OR AUTHORIZED AGENT
William E. Galvan T.E.

VALUATION *1250.00* PERMIT FEE \$ *8.00*

	DESCRIPTION OF WORK
	USE OF BUILDING <i>Pit for VACUUM TANKS</i>
	CORRECTIONS
	FOUNDATION:
	ROUGH FRAME:
	FINAL:
	APPROVALS
	TOILET
	FOUNDATION AND MAT'L
	CHIMNEY
	ROUGH FRAME <i>Reinforcing 4-9-58</i>
	FINAL <i>5-8-58</i>

CITY OF ALHAMBRA
BUILDING DEPARTMENT

TOILET
APPLICATION FOR PERMIT

PERMIT NO. A681	PLAN NO.	P. C. NO. 09681	GROUP	TYPE	USE ZONE
DATE ISSUED 3-24-88	READY FOR INSPECTION		FIRE ZONE	SET BACK FOR ST. WIDENING	SET BACK FOR USE ZONE

JOB ADDRESS 715 So Raymond
LOT 13 BLOCK 5 TRACT Bldg 1

DESCRIPTION OF WORK
USE OF BUILDING One hour Parikh spray Room

SIZE OF LOT
OWNER NAME THERMADOR ELECT MFG. CO.
ADDRESS 5119 DISTRICT BLVD
CITY LOS ANGELES PHONE LU 86131

CORRECTIONS
FOUNDATION:

CONTRACTOR NAME KANERS & KANGAS
ADDRESS 11812 RIALTO ST.
CITY SUN VALLEY, CALIF.
STATE LICENSE NO. 61379 PHONE RD 71969

ARCHITECT OR ENGINEER
NAME
ADDRESS
CITY
STATE LICENSE NO. PHONE

ROUGH FRAME:
FINAL:

NEW	NO. OF FAMILIES
ALTERATION <input checked="" type="checkbox"/>	NO. OF ROOMS
ADDITION	SIZE OF BLDG.
REPAIR	STORIES
MOVE	EXTERIOR WALL COVERING
DEMOLISH	ROOF COVERING

I HEREBY CERTIFY THAT ALL WORK WILL BE BUILT TO CONFORM TO ALHAMBRA ORDINANCES AND CALIFORNIA STATE LAWS APPLICABLE THERETO; THAT I HAVE CAREFULLY EXAMINED THE ABOVE APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT.

SIGNATURE OF OWNER OR AUTHORIZED AGENT Eric N. Kangas

APPROVALS

TOILET	
FOUNDATION AND MAT'L	
CHIMNEY	
ROUGH FRAME	3-31-88 JM
FINAL	3-8-88

VALUATION \$ 2000.00 PERMIT FEE \$

**CITY OF ALHAMBRA
BUILDING DEPARTMENT**

**BUILDING
APPLICATION FOR PERMIT**

PERMIT NO. 47979	PLAN NO.	P.C. NO. 5175	GROUP	TYPE	UB
DATE ISSUED 03-27-52	READY FOR INSPECTION		FIRE ZONE	SET BACK FOR ST. WIDENING	SET BACK FOR USE ZONE

JOB ADDRESS 715 So Raymond Ave	
LOT 1374 BLOCK 5 TRACT 7 Dolgevill	
SIZE OF LOT 100 X 200'	
OWNER	NAME Thermador Electrical Mfg Co
	ADDRESS 5114 District Blvd
	CITY Los Angeles PHONE KI-6131
CONTRACTOR	NAME Charley C. Cooper
	ADDRESS 1107 So 9th St
	CITY Alhambra
	STATE LICENSE NO. _____ PHONE AT-9-3351
ARCHITECT OR ENGINEER	NAME Thermador
	ADDRESS _____
	CITY _____
	STATE LICENSE NO. _____ PHONE KI-6131
NEW	NO. OF FAMILIES
ALTERATION <input checked="" type="checkbox"/>	NO. OF ROOMS
ADDITION	SIZE OF BLDG.
REPAIR	STORIES
MOVE	EXTERIOR WALL COVERING
DEMOLISH	ROOF COVERING

DESCRIPTION OF WORK Lab. in factory
USE OF BUILDING
CORRECTIONS
FOUNDATION:
ROUGH FRAME: plywood finish
FINAL:

I HEREBY CERTIFY THAT ALL WORK WILL BE BUILT TO CONFORM TO ALHAMBRA ORDINANCES AND CALIFORNIA STATE LAWS APPLICABLE THERETO; THAT I HAVE CAREFULLY EXAMINED THE ABOVE APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT.

SIGNATURE OF OWNER OR AUTHORIZED AGENT **Thermador Electric**
R. B. Smith

PRIVY APPROVALS	
FOUNDATION AND MAT'L	
CHIMNEY	
ROUGH FRAME	A-9-52
FINAL	A-9-62

VALUATION \$ 1775.00	PERMIT FEE \$
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EXHIBIT D

