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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

INTEL CORPORATION, 3000 OAKMEAD  
VILLAGE DRIVE LIMITED, MARK GATES,  
CHARLES EDWIN GATES, GKC LIMITED,  
EUGENIA L. CASHEN, KIM CAMP III,  
KIMBALL SMALL INVESTMENTS III and  
WESTALL CORPORATION,

Defendants.

Civil Action No.  
C 92 20664 JW

CONSENT DECREE

Jun 23 5 48 PM '92  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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I. BACKGROUND

WHEREAS, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), against Intel Corporation (hereinafter referred to as "Intel"), 3000 Oakmead Village Drive Limited and its general partners Mark T. Gates, Jr., Charles Edwin Gates and GKC Limited Partnership, and Eugenia Lee Cashen, who is a general partner of GKC Limited Partnership (hereinafter referred to jointly as "Oakmead") and Kim Camp III, Kimball Small Investments III and Westall Corporation (hereinafter referred to jointly as "Kim Camp");

WHEREAS, the United States in its complaint seeks reimbursement of response costs incurred and to be incurred by EPA or any agency or entity on behalf of EPA for response actions in connection with the Micro Storage/Intel Magnetics Superfund Site in Santa Clara, California;

WHEREAS, the United States alleges that hazardous substances, as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), are present at the Site, and that such hazardous substances have been or are threatened to be released into the environment from the Site;

WHEREAS, the release or threatened release of hazardous substances at or from the Site has caused the United States to

1 incur response costs not inconsistent with the National  
2 Contingency Plan and such costs will continue to be incurred;

3 WHEREAS, the United States and the Settling Defendants  
4 agree and this Court, by entering this Decree, finds that  
5 settlement of this matter will avoid prolonged and complicated  
6 litigation and that this Consent Decree is fair, reasonable, and  
7 in the public interest;

8 THEREFORE, with the consent of the parties to this Decree,  
9 it is ORDERED, ADJUDGED, AND DECREED:

10 **II. JURISDICTION**

11 1. This Court has jurisdiction over the subject matter of this  
12 action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.  
13 §§ 9607 and 9613(b). This Court also has personal jurisdiction  
14 over the Settling Defendants. Solely for the purposes of this  
15 Consent Decree and the underlying complaint, the Settling  
16 Defendants waive all objections and defenses that they may have  
17 to jurisdiction of the Court or to venue in this District and  
18 shall not challenge the entry of this Consent Decree or this  
19 Court's jurisdiction to enter and enforce this Consent Decree.

20 **III. PARTIES BOUND**

21 2. This Consent Decree is binding upon the United States and  
22 upon the Settling Defendants and their successors and assigns.  
23 Any change in ownership or corporate or other legal status,  
24 including but not limited to any transfer of assets or real or  
25 personal property, shall in no way alter the status or  
26 responsibilities of the Settling Defendants under this Consent

1 Decree. Until the time that Intel makes all payments to the  
2 United States pursuant to Paragraphs 4 and 7 through 9 of this  
3 Consent Decree, Intel agrees to provide to EPA, in accordance  
4 with Section X (Notices and Submissions) of this Consent Decree,  
5 notice of any change in corporate or legal status or transfer or  
6 assignment of a substantial portion of its assets. Until this  
7 Consent Decree is terminated, Kim Camp III agrees to provide its  
8 successors and assigns written notice of this Consent Decree and  
9 to provide to EPA, in accordance with Section X (Notices and  
10 Submissions) of this Decree, notice of any change in legal status  
11 or transfer or assignment of a substantial portion of its assets.

#### 11 IV. DEFINITIONS

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

18 a. "CERCLA" shall mean the Comprehensive Environmental  
19 Response, Compensation, and Liability Act of 1980, as amended, 42  
20 U.S.C. §§ 9601 et seq.

21 b. "Consent Decree" shall mean this Consent Decree.

22 c. "Day" shall mean a calendar day. In computing any period  
23 of time under this Consent Decree, where the last day would fall  
24 on a Saturday, Sunday, or Federal Holiday, the period shall run  
25 until the close of business of the next working day.

1 d. "EPA" shall mean the United States Environmental Protection  
2 Agency and any successor departments or agencies of the United  
3 States.

4 e. "Escrow Account" shall mean the account maintained pursuant  
5 to this Consent Decree to fund payment of Oversight Costs.

6 f. A cost shall be deemed to have been "incurred" for purposes  
7 of this Consent Decree as of the date it is paid by EPA, or, if  
8 applicable, as of the date it is paid by the agency or entity  
9 administering CERCLA funds granted by EPA. If a cost was paid  
10 prior to August 1, 1991 (the cut-off date for Past Response  
11 Costs) but was not yet recorded against the relevant site-  
12 specific account number in EPA's accounting system, or, if  
13 applicable, the grantee agency's or entity's accounting system,  
14 the cost shall not be considered to have been incurred as of the  
15 July 31, 1991, cut-off date set forth in paragraph 3.k. below  
16 (definition of Past Response Cost") and shall be deemed to be an  
17 Oversight Cost which shall be reimbursed in accordance with  
18 Paragraph 5, below, provided, however, that the total of such  
19 costs to be reimbursed shall not exceed \$10,000 (ten thousand  
20 dollars).

21 g. "Interest" shall mean interest from the date that payment  
22 is due to be made to the date of payment at the rate specified  
23 for interest on investments of the Hazardous Substance Superfund  
24 established under subchapter A of chapter 98 of Title 26 of the  
25 U.S. Code, in accordance with 42 U.S.C. § 9607(a).

1 h. "National Contingency Plan" shall mean the National Oil and  
2 Hazardous Substances Pollution Contingency Plan promulgated  
3 pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at  
4 40 C.F.R. Part 300, including but not limited to any amendments  
5 thereto.

6 i. "Oversight Costs" shall mean all costs, including but not  
7 limited to, direct and indirect costs, that EPA, the U.S.  
8 Department of Justice or any agency or entity on behalf of EPA  
9 incur in connection with any remedial actions undertaken by the  
10 Settling Defendants pursuant to:

11 (1) California Regional Water Quality Control Board,  
12 San Francisco Bay Region, Order Nos. 89-086 and 91-119 and  
13 any and all amendments thereto, or

14 (2) The Superfund Record of Decision: Micro  
15 Storage/Intel Magnetics, CA, No. R09-91/072, entered by  
16 EPA on August 26, 1991, and any and all amendments  
17 thereto, or

18 (3) Any other order or directive issued by the  
19 United States or any State or local regulatory agency or  
20 court, and any and all amendments to those orders or  
21 directives, that amend, modify, supplement, supersede or  
22 rescind the orders and Record of Decision referenced  
23 above,

24 (all of the above collectively Orders"), after the date set forth  
25 in the definition of Past Response Costs, for reviewing and  
26 developing plans, reports and other items, overseeing remedial

1 design or remedial actions undertaken pursuant to the Orders  
2 referenced above, or implementing, overseeing, or enforcing this  
3 Consent Decree or other enforcement related costs, including but  
4 not limited to, payroll costs, contractor costs, travel costs,  
5 laboratory costs, costs of attorney time, costs of obtaining  
6 access to the Site, including any just compensation, any payments  
7 to the State through a cooperative agreement, and interest on all  
8 such costs.

9 j. "Paragraph" shall mean a portion of this Consent Decree  
10 identified by an arabic numeral and/or a lower case letter.

11 k. "Parties" shall mean the United States and each and every  
12 Settling Defendant.

13 l. "Past Response Costs" shall mean all costs, including but  
14 not limited to direct and indirect costs, that EPA, the U.S.  
15 Department of Justice or any agency or entity on behalf of EPA  
16 have incurred in connection with the Site through July 31, 1991,  
17 including any costs granted to the State through a cooperative  
18 agreement for the Site.

19 m. "Record of Decision" or "ROD" shall mean the record of  
20 decision relating to the Site signed on June 28, 1991 by the  
21 Regional Administrator, EPA Region IX, and all attachments  
22 thereto.

23 n. "Section" shall mean a portion of this Consent Decree  
24 identified by a roman numeral.

25 o. "Settling Defendants" shall mean Intel, Oakmead and Kim  
26 Camp.

1 p. "Site" shall mean the Micro Storage/Intel Magnetis  
2 Superfund Site, located between Kiefer Road and the Central  
3 Expressway at 3000 Oakmead Village Drive and 2986 Oakmead Village  
4 Court in Santa Clara, California.

5 q. "State" shall mean the State of California and shall  
6 include, without limitation, the California State Water Resources  
7 Control Board and any Regional Water Quality Control Board that  
8 performs response actions in connection with the Site.

9 r. "United States" shall mean the EPA and the U.S. Department  
10 of Justice (DOJ), and any other United States department, or  
11 agency or instrumentality acting on behalf of the EPA with  
12 respect to the Site.

13 V. REIMBURSEMENT OF RESPONSE COSTS

14 4. Payment of Past Response Costs to the United States.

15 a. Within 30 days of entry of this Consent Decree, Intel shall  
16 pay to the United States \$310,000 in Past Response Costs, which  
17 includes any and all payments of interest applicable to such Past  
18 Response Costs, except any interest payments which may become due  
19 pursuant to Paragraph 7. Payment shall be made by Electronic  
20 Funds Transfer ("EFT" or wire transfer) to the U.S. DOJ lockbox  
21 bank, referencing the CERCLA Number 9 H5 and the U.S.A.O. file  
22 number. Payment shall be made in accordance with instructions  
23 provided by the United States to Intel upon execution of the  
24 Consent Decree. EFTs must be received at the U.S. DOJ lockbox  
25 bank by 11:00 A.M. (Eastern Time) in order to be credited on that  
26 day. Confirmation of the EFT or wire transfer shall be sent

1 within 5 days to EPA by Intel in accordance with Section X  
2 (Notices and Submissions).

3 b. The United States agrees that Intel's complete payment  
4 under Paragraph 4.a. and Paragraphs 7 through 9 shall constitute  
5 a final and full resolution of Intel's and Oakmead's liability  
6 under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) for  
7 reimbursement of Past Response Costs, including Oversight Costs,  
8 incurred, or to be incurred in the future, by the United States,  
9 or by any agency or entity on behalf of EPA, at or in connection  
10 with the Micro Storage/Intel Magnetis Superfund Site, including  
11 all interest that has accrued, or will accrue thereon. Except as  
12 otherwise provided in Paragraph 13 (Reservation of Rights), for  
13 the purpose of CERCLA, Intel's payment under this Consent Decree  
14 shall be deemed to have resolved its and Oakmead's liability to  
15 the United States for all claims for Past Response Costs and  
16 Oversight Costs related to the Micro Storage/Intel Magnetis  
17 Superfund Site.

18 5. Payment of Oversight Costs.

19 a. Kim Camp shall reimburse the United States for all  
20 Oversight Costs incurred after July 31, 1991, by the United  
21 States, or by any agency or entity on behalf of EPA at or in  
22 connection with the Site.

23 b. Payment. The United States will send, at least once  
24 annually, Kim Camp a bill requiring payment in the form of a  
25 standard EPA cost summary itemizing Oversight Costs for the  
26 billing period. Kim Camp shall make all payments within 30 days

1 of Kim Camp's receipt of each bill requiring payment. Kim Camp  
2 shall make all payments required by this Paragraph in the form of  
3 a certified or cashier's check or checks, to be issued by the  
4 escrow company administering the Escrow Account provided for in  
5 part d. of this Paragraph, made payable to "EPA Hazardous  
6 Substance Superfund" and referencing CERCLA Number 9 H5 and DOJ  
7 Case Number 90-11-2-848. The escrow company administering the  
8 Escrow Account shall forward the certified or cashier's check(s)  
9 to EPA Region IX, ATTN: Superfund Accounting, P.O. Box 360863M,  
10 Pittsburgh, PA 15251, and shall send copies of the check(s) to  
11 the United States as specified in Section X (Notices and  
12 Submissions).

13 c. Interest. Defendant Kim Camp shall pay interest on  
14 Oversight Costs in accordance with Paragraph 3.g. If payment is  
15 not made by Kim Camp within 30 days of the receipt of the bill,  
16 interest shall accrue beginning on the 31st day and shall accrue  
17 as provided in paragraph 7.

18 d. Escrow Account. Kim Camp has previously established  
19 an interest-bearing Escrow Account at Santa Clara Land Title for  
20 the purpose of paying response costs relating to the Site. Kim  
21 Camp presently has the approximate sum of \$350,000 in that Escrow  
22 Account. Oversight Costs billed by the United States in this  
23 civil action will be paid from that Escrow Account which will be  
24 maintained in part for the express purpose of paying such  
25 Oversight Costs. If at any time the balance in the Escrow  
26 Account is reduced to less than \$75,000, Kim Camp shall deposit

1 sufficient funds to bring the balance back to \$75,000, within  
2 thirty days of receipt of a statement from the Escrow Company  
3 reflecting such reduced amount. A copy of any periodic Escrow  
4 Account statement from the escrow company administering the  
5 Escrow Account shall be sent to EPA in accordance with Section X  
6 (Notices and Submissions). Kim Camp shall have the right to  
7 demonstrate that an amount less than the \$75,000 required to be  
8 maintained in the Escrow Account pursuant to this Paragraph is  
9 sufficient to pay for all outstanding and projected Oversight  
10 Cost required for implementation of this Consent Decree and other  
11 response costs relating to the Site. Accordingly, at any time  
12 Kim Camp may submit in writing to EPA a request to reduce the  
13 required amount in the Escrow Account. The United States and Kim  
14 Camp shall have 30 days from the date of EPA's receipt of Kim  
15 Camp's request to reach agreement on the appropriate amount to be  
16 held in the account. If an agreement is not reached within 30  
17 days and any agreed upon extensions, Kim Camp may request a  
18 determination by EPA's Hazardous Waste Management Division  
19 Director. The Director shall make a determination within a  
20 reasonable time after the receipt of Kim Camp's request.

21 e. Documentation of Oversight Costs. Upon request, EPA  
22 shall provide Kim Camp with reasonable documentation evidencing  
23 the incurrence of Oversight Costs included in a billing.

24 6. Dispute Resolution for Oversight Costs.

25 a. Kim Camp reserves the right to demonstrate, and has  
26 the burden of demonstrating, that EPA's cost summary contains

1 accounting errors or that the United States' costs are  
2 inconsistent with the National Contingency Plan.

3 b. Any disputes concerning the reimbursement of the  
4 United States' Oversight Costs shall be resolved in the following  
5 manner. Within 30 days after the receipt of EPA's cost summary  
6 under Paragraph 5.b., above, or after receiving requested  
7 documentation as provided by Paragraph 5.e., above, Kim Camp  
8 shall notify EPA in accordance with Section X (Notices and  
9 Submissions) of its objections to EPA's bill. Kim Camp's  
10 objections shall be made in writing and shall define the dispute,  
11 state the basis of Kim Camp's objections, and be sent by  
12 certified mail, return receipt requested. All Costs not disputed  
13 shall be paid in accord with paragraph 5.b. and c. The United  
14 States and Kim Camp shall have 30 days from the date of EPA's  
15 receipt of Kim Camp's objection to reach agreement on the  
16 disputed costs. EPA may extend the period as needed to provide  
17 substantiation of its costs. If an agreement is reached, Kim  
18 Camp shall pay the agreed amount within 5 days after the date of  
19 such agreement, in accord with Paragraph 5.b. and c.

20 c. If an agreement is not reached within the specified  
21 time period, including extensions, Kim Camp may request a  
22 determination by EPA's Hazardous Waste Management Division  
23 Director. Kim Camp shall pay the costs owed pursuant to EPA's  
24 decision with 14 days after the date of the decision. Kim Camp's  
25 payment shall include Interest on the amount due calculated in  
26 accord with Paragraphs 5.c. and 3.g.

1 d. Kim Camp shall not, by reason of this Consent Decree,  
2 have any right to judicial review not otherwise provided by law.

3 **VI. FAILURE TO MAKE TIMELY PAYMENTS**

4 7. Interest on Late Payments. In the event that any Past  
5 Response Costs payments required by Paragraph 4 (Payment of Past  
6 Response Costs to the United States) are not made when due,  
7 interest shall accrue on the unpaid balance at the rate specified  
8 for interest on investments of the Hazardous Substance Superfund  
9 established under Subchapter A of Chapter 98 of Title 26 of the  
10 U. S. Code, in accordance with 42 U.S.C. § 9607(a) and be payable  
11 by Intel. In the event that any Oversight Costs payments  
12 required by Section V (Reimbursement of Response Costs) are not  
13 made when due, interest shall continue to accrue on the unpaid  
14 balance at the rate specified for interest on investments of the  
15 Hazardous Substance Superfund established under Subchapter A of  
16 Chapter 98 of Title 26 of the U. S. Code, in accordance with 42  
17 U.S.C. § 9607(a), and be payable by Kim Camp.

18 8. Stipulated Penalty. If any amounts due to the United  
19 States under this Consent Decree are not paid by the required  
20 date, the Settling Defendant who is responsible for the payment,  
21 shall pay, as a stipulated penalty, in addition to the Interest  
22 required by Paragraph 7, one half of one percent (0.5%) of the  
23 demanded amount per day that such payment is late. Stipulated  
24 penalties are due and payable within 30 days of the Settling  
25 Defendant's receipt from EPA of a demand for payment of the  
26 penalties. All payments under this paragraph from any Settling

1 Defendant shall be made in accordance with the payment provisions  
2 in Paragraph 5.b., above.

3 9. If the United States brings or defends a proceeding to  
4 collect the Past Response Costs payment required by this Consent  
5 Decree, Intel shall reimburse the United States for all costs of  
6 such action, including but not limited to costs of attorney time.

7 10. If the United States brings or defends a proceeding to  
8 collect any payment for Oversight Costs required by this Consent  
9 Decree, Kim Camp shall reimburse the United States for all costs  
10 of such action, including but not limited to costs of attorney  
11 time.

12 11. Payments made under Paragraphs 7 through 10 shall be in  
13 addition to any other remedies or sanctions available to the  
14 United States by virtue of a Settling Defendant's failure to make  
15 timely payments required by this Consent Decree.

16 **VII. COVENANT NOT TO SUE BY PLAINTIFF**

17 12. Covenant Not to Sue. In consideration of the payments  
18 that will be made by the Settling Defendants under the terms of  
19 this Consent Decree, and except as specifically provided by  
20 Paragraph 13, the United States covenants not to sue Settling  
21 Defendants pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607,  
22 to recover Past Response Costs and Oversight Costs as defined  
23 under this Consent Decree. This covenant not to sue extends only  
24 to the Settling Defendants and their successors and assigns, and  
25 does not extend to any other person. This covenant not to sue  
26 shall take effect with respect to Intel and Oakmead upon receipt

1 by the United States of all payments required to be made by Intel  
2 by Paragraphs 4 and 7 through 9 of this Consent Decree. This  
3 covenant not to sue shall take effect with respect to Kim Camp  
4 upon receipt by the United States of all payments, other than  
5 those specified in the sentence above to be made by Intel,  
6 required to be made by Kim Camp under Paragraphs 5 and 7 through  
7 10 of this Consent Decree.

8 13. Reservation of Rights

9 a. General. The covenant not to sue set forth in the  
10 preceding paragraph does not pertain to any matters other than  
11 those expressly specified therein. The United States reserves,  
12 and this Consent Decree is without prejudice to, all rights  
13 against Settling Defendants with respect to all other matters.  
14 Except as provided in the preceding paragraph, nothing contained  
15 herein shall in any way limit or restrict the response and  
16 enforcement authority of the United States to initiate  
17 appropriate action, either judicial or administrative, under  
18 Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606,  
19 and 9607, or any other provision of law, against Settling  
20 Defendants or against any other person or entity not a party to  
21 this Consent Decree.

22 b. Specific reservations. The covenant not to sue set  
23 forth in Paragraph 12 above does not apply, inter alia, to the  
24 following:

- 25 (1) claims based upon failure of Settling Defendants to  
26 meet the requirements of this Consent Decree;

- 1 (2) claims for damages to natural resources, as defined  
2 in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6);  
3 (3) claims for costs incurred by any natural resources  
4 trustees;  
5 (4) claims based upon criminal liability;  
6 (5) claims for response costs incurred by any federal  
7 agencies other than those specified within the definition  
8 of "United States" in this Consent Decree;  
9 (6) claims for injunctive relief or administrative order  
10 enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;  
11 (7) claims for costs incurred or to be incurred by the  
12 United States in connection with the Site that are not  
13 within the definition of Past Response Costs or Oversight  
14 Costs set forth in Paragraph 3.

14 c. Reservations by Settling Defendants. Settling  
15 Defendants reserve all rights they may have to oppose and defend  
16 against claims and actions set froth in Paragraphs 13.a. and b.  
17 above, and to assert any and all claims, crossclaims and  
18 counterclaims they may have against the United States, or any  
19 agency or entity administering CERCLA funds granted by EPA,  
20 except as described in Paragraph 14 below.

21 **VIII. COVENANTS BY SETTLING DEFENDANTS**

22 14. Settling Defendants hereby covenant not to sue and agree  
23 not to assert any claims or causes of action against the United  
24 States with respect to Past Response Costs or Oversight Costs,  
25 including, but not limited to, any direct or indirect claim for

1 reimbursement from the Hazardous Substance Superfund (established  
2 pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through  
3 CERCLA Sections 106(b)(2), 111, 112, or 113, 42 U.S.C.  
4 §§ 9606(b)(2), 9611, 9612 or 9613, or any other provision of law;  
5 any claim against the United States, including any department,  
6 agency, or instrumentality of the United States pursuant to  
7 CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613, related  
8 to the Past Response Costs or Oversight Costs. Nothing in this  
9 Consent Decree shall be deemed to constitute preauthorization of  
10 a claim within the meaning of Section 111 of CERCLA, 42 U.S.C.  
11 § 9611, or 40 C.F.R. § 300.700(d).

12 **IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

13 15. Nothing in this Consent Decree shall be construed to  
14 create any rights in, or grant any cause of action to, any person  
15 not a party to this Consent Decree. Each of the Parties  
16 expressly reserves any and all rights (including, but not limited  
17 to, any right to contribution), defenses, claims, demands, and  
18 causes of action which each of the Parties may have with respect  
19 to any matter, transaction, or occurrence relating in any way to  
20 the Site against any person not a party hereto.

21 16. With regard to claims for contribution against Settling  
22 Defendants for matters addressed in this Consent Decree, the  
23 Parties hereto agree that the Settling Defendants are entitled to  
24 such protection from contribution actions or claims as is  
25 provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

26 17. In any subsequent administrative or judicial proceeding

initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants Not to Sue by the United States) and Section VIII (Covenants by Settling Defendants).

#### X. NOTICES AND SUBMISSIONS

18. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and the Settling Defendants, respectively.

##### As to the United States:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044

Re: 90-11-2-848

1 As to EPA:

2 James C. Hanson  
3 Hazardous Waste Management Division  
4 Mail Code H-6-3  
5 U.S. Environmental Protection Agency, Region IX  
6 75 Hawthorne Street  
7 San Francisco, CA 94105

8 Joanne Marchetta, Esq.  
9 Office of Regional Counsel  
0 Mail Code RC-3-4  
1 U.S. Environmental Protection Agency, Region IX  
2 75 Hawthorne Street  
3 San Francisco, CA 94105

4 As to Settling Defendants:

5 Edward L. Strohbehn Jr.  
6 McCutchen, Doyle, Brown & Enersen  
7 Three Embarcadero Center  
8 San Francisco, CA 94111  
9 (415) 493-2000  
0 for Intel and Oakmead

1 Paul M. Minault  
2 Morthole & Zeppetello  
3 100 Broadway, Suite 300  
4 San Francisco, CA 94111  
5 (415) 986-0227  
6 For Kim Camp

7 **XI. RETENTION OF JURISDICTION**

8 19. This Court shall retain jurisdiction of this matter for  
9 the purpose of enforcing the terms of this Consent Decree.

0 **XII. SIGNATORIES/SERVICE**

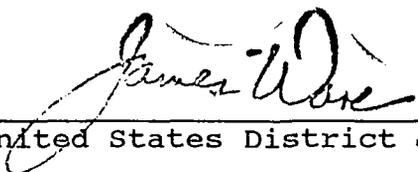
1 20. Each undersigned representative of a Settling Defendant to  
2 this Consent Decree and the Section Chief for the Environmental  
3 Enforcement Section, Environment and Natural Resources Division  
4 of the United States Department of Justice certifies that he or  
5 she is fully authorized to enter into the terms and conditions of

6 CONSENT DECREE

1 this Consent Decree and to execute and legally bind such Party to  
2 this document.

3 21. Each Settling Defendant shall identify, on the attached  
4 signature page, the name and address of an agent who is  
5 authorized to accept service of process by mail on behalf of that  
6 Party with respect to all matters arising under or relating to  
7 this Consent Decree.

8  
9 SO ORDERED THIS 23 DAY OF June, 19   .

10  
11  
12   
13 United States District Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of United States v. Intel Corporation, et al., C 92 20664  
3 JW relating to the Micro Storage/Intel Magnetics Superfund Site.

4 FOR THE UNITED STATES OF AMERICA

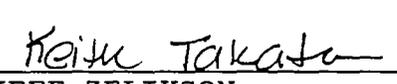
5 Date: 6.18.93

6   
7 JOHN C. CRUDEN  
8 Chief,  
9 Environmental Enforcement Section  
10 Environment and Natural Resources  
11 Division  
12 U.S. Department of Justice  
13 Washington, D.C. 20530

14 Date: 6-22-93

15   
16 RICHARD L. BEAL  
17 Trial Attorney  
18 Environmental Enforcement Section  
19 Environment and Natural Resources  
20 Division  
21 U.S. Department of Justice  
22 301 Howard Street, Suite 870  
23 San Francisco, CA 94105  
24 (415)744-6485

25 Date: 6-14-93

26   
JEFF ZELIKSON  
for Director, Hazardous Waste Management  
Division  
U.S. Environmental Protection  
Agency  
75 Hawthorne Street  
San Francisco CA 94105

Date: 6/11/93

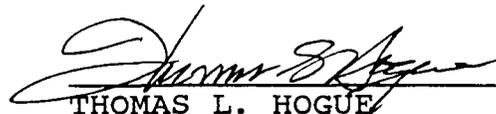
  
MARTHA L. BLACK  
Assistant Regional Counsel  
U.S. Environmental Protection  
Agency  
75 Hawthorne Street

CONSENT DECREE

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of United States v. Intel Corporation, et al. relating to  
3 the Micro Storage/Intel Magnetics Superfund Site.

4 FOR INTEL CORPORATION

5 Date: 5/19/93

6 

7 THOMAS L. HOGUE  
8 Vice President  
9 Corporate Materials & Services  
10 Intel Corporation

11 

LEGAL	OK
5/16/93	JR Masterman

12 AGENT FOR SERVICE OF PROCESS  
13 NAME John R. Masterman  
14 ADDRESS 1900 Prairie City Road, FM4-86  
15 Folsom, CA 95630

16 FOR 300 OAKMEAD VILLAGE DRIVE LIMITED

17 Date: \_\_\_\_\_

18   
19 MARK T. GATES, JR.  
20 General Partner

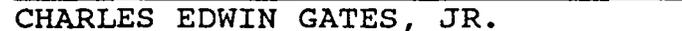
21 AGENT FOR SERVICE OF PROCESS  
22 NAME \_\_\_\_\_  
23 ADDRESS \_\_\_\_\_  
24 \_\_\_\_\_

25 Date: \_\_\_\_\_

26   
MARK T. GATES, JR.

AGENT FOR SERVICE OF PROCESS  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

  
CHARLES EDWIN GATES, JR.

AGENT FOR SERVICE OF PROCESS  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of United States v. Intel Corporation, et al. relating to  
3 the Micro Storage/Intel Magnetics Superfund Site.

4 FOR INTEL CORPORATION

5 Date: \_\_\_\_\_

6 THOMAS L. HOGUE  
7 Vice President  
8 Corporate Materials & Services  
9 Intel Corporation

10 AGENT FOR SERVICE OF PROCESS

11 NAME \_\_\_\_\_

12 ADDRESS \_\_\_\_\_

13 FOR 3000 OAKMEAD VILLAGE DRIVE LIMITED

14 Date: 5-21-93

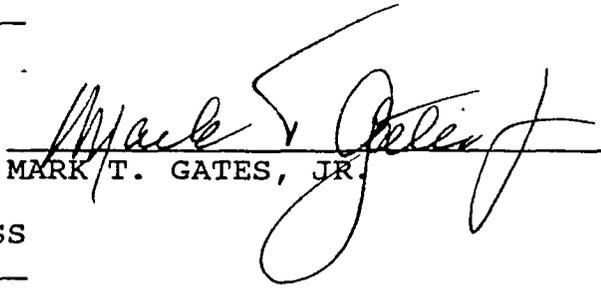
15   
16 MARK T. GATES, JR.  
17 General Partner

18 AGENT FOR SERVICE OF PROCESS

19 NAME Mark T. Gates, Jr.

20 ADDRESS 700 Emerson Street  
Palo Alto, CA 94301

21 Date: 5-21-93

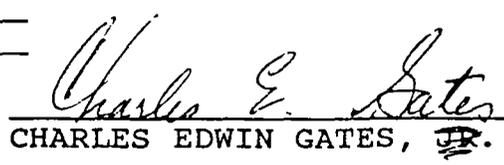
22   
23 MARK T. GATES, JR.

24 AGENT FOR SERVICE OF PROCESS

25 NAME Mark T. Gates, Jr.

26 ADDRESS 700 Emerson Street  
Palo Alto, CA 94301

27 Date: 5-23-93

28   
29 CHARLES EDWIN GATES, JR.

30 AGENT FOR SERVICE OF PROCESS

31 NAME Mark T. Gates, Jr.

32 ADDRESS 700 Emerson Street  
Palo Alto, CA 94301

FOR GKC LIMITED PARTNERSHIP

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Date: 5-23-93

Eugenia L. Cashen  
EUGENIA L. CASHEN  
General Partner

AGENT FOR SERVICE OF PROCESS  
NAME Mark T. Gates, Jr.  
ADDRESS 700 Emerson Street  
Palo Alto, CA 94301

Date: 5-23-93

Eugenia L. Cashen  
EUGENIA L. CASHEN

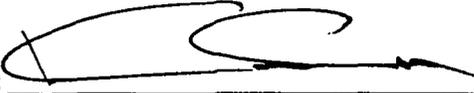
AGENT FOR SERVICE OF PROCESS  
NAME Mark T. Gates, Jr.  
ADDRESS 700 Emerson Street  
Palo Alto, CA 94301

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of United States v. Intel Corporation, et al. relating to  
3 the Micro Storage/Intel Magnetics Superfund Site.

4 FOR KIM CAMP NO. III, a California  
5 General Partnership

6 By: WESTALL CORPORATION, a  
7 California Corporation, a  
8 General Partner

9 Date: 5-18-93

10 By:   
11 KIMBALL W. SMALL  
12 President

13 By: KIMBALL SMALL INVESTMENTS,  
14 III, a California Limited  
15 Partnership, a General Partner

16 By: WESTALL CORPORATION, a  
17 California Corporation,  
18 Sole General Partner

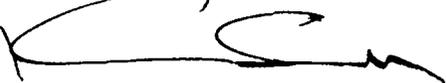
19 Date: 5-18-93

20 By:   
21 KIMBALL W. SMALL  
22 President

23 FOR KIMBALL SMALL INVESTMENTS,  
24 III, a California Limited  
25 Partnership

26 By: WESTALL CORPORATION, a  
California Corporation,  
Sole General Partner

Date: 5-18-93

By:   
KIMBALL W. SMALL  
President

FOR WESTALL CORPORATION, a California  
Corporation

Date: 5-18-93

By:   
KIMBALL W. SMALL  
President

AGENT FOR SERVICE OF PROCESS for Kim Camp III, Kimball Small  
Investments III and Westall Corporation  
NAME Steve Belomy  
ADDRESS 50 West San Fernando, Suite 320  
San Jose, CA 95113

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that she/he is an employee of the United States Department of Justice and is a person of such age and discretion as to be competent to serve papers.

On June 22, 1993, she/he served a copy of the accompanying CONSENT DECREE upon defendants by depositing it in an envelope, with postage prepaid, in the United States mail at an authorized depository, addressed as follows:

Attorney for Kim Camp III, Kimball Small Investments and Westall Corporation

Paul Minault, Esquire  
100 Broadway  
Third Floor  
San Francisco, California 94111

Attorneys for Intel Corporation, 3000 Oakmead Village Drive  
Limited, Mark Gates, Charles Edwim Gates, GKC Limited and Eugenia  
L. Cashen

Edward L. Strohbehn Jr., Esquire  
John Gregory, Esquire  
McCutchen, Doyle, Brown & Enersen  
Three Embarcadero Center  
San Francisco, California 94111

Sharon Cipparrone

DEPARTMENT OF JUSTICE

JUN 25 1993

ENVIRONMENT & NATURAL  
RESOURCES DIVISION