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23 Attorneys for State of California Department of Toxic Substances Control

24 UNITED STATES DISTRICT COURT  
25 CENTRAL DISTRICT OF CALIFORNIA  
26 WESTERN DIVISION

27 UNITED STATES OF AMERICA, and the )  
28 STATE OF CALIFORNIA, on behalf of the )  
California Department of Toxic Substances )  
Control, )

Plantiffs,

v.

ITT INDUSTRIES, INC., *et al.*,

Defendants.

Case No. CV 99-00552 MRP (ANx)

NOTICE OF LODGING OF  
JOINT STIPULATION  
TO AMEND  
CONSENT DECREE

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1 Plaintiff, the United States of America hereby notifies the Court that  
2 concurrently with this notice, the United States is lodging a proposed Joint  
3 Stipulation to amend the Consent Decree entered by the Court on August 1, 2000  
4 in the instant action [docket entry no. 13]. The Consent Decree relates to the  
5 remediation of groundwater contamination at the Glendale North and South  
6 Operable Units of the San Fernando Valley (Area 2) Superfund Site. The proposed  
7 Joint Stipulation has been fully executed by the parties and is attached to this  
8 notice as Attachment A. For the Court's convenience, a copy of the entered  
9 Consent Decree (excluding appendices) is attached to the Joint Stipulation. A  
10 proposed order lodging the Joint Stipulation is also attached to this Notice.

11 Prior to entry of the Joint Stipulation, however, pursuant to 28 C.F.R. § 50.7,  
12 the United States must publish notice of the proposed amendment of the Consent  
13 Decree in the Federal Register and accept public comment on the proposed  
14 amendment for a period of thirty days from the date of publication. After the close  
15 of the public comment period, the United States will either file a motion requesting  
16 the Court to enter the Joint Stipulation, or will inform the Court that it is exercising  
17 its right reserved in the Joint Stipulation to withdraw or withhold its consent if the  
18 comments disclose facts or considerations indicating that the proposed amendment  
19 to the Consent Decree is inappropriate, improper or inadequate.

20 **Therefore, the United States requests that the Court refrain from taking**  
21 **any action regarding the Joint Stipulation until the United States further**  
22 **advises the Court following the close of the public comment period.**

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Respectfully submitted,

Dated: May 17, 2013

/s/ Esperanza Anderson

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Attorney for Plaintiff United States of  
America

CERTIFICATE OF SERVICE

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I hereby certify that on this 17th day of May, 2013, I caused the foregoing NOTICE OF LODGING OF JOINT STIPULATION TO AMEND CONSENT DECREE to be filed electronically with the Clerk of the Court using the Court’s CM/ECF filing system which will send notice of such filing to all registered parties.

I further certify on this same date, I caused a true and correct executed copy of the above mentioned NOTICE to be served on the following parties in this matter via prepaid First Class United States Mail:

For California Department of Toxic Substances Control:

Olivia W. Karlin, Esq.  
Deputy Attorney General  
California Department of Justice  
300 South Spring Street  
Los Angeles, CA 90013

For the Settling Work Defendants:

Kyle S. Kawakami, Esq.  
Irell & Manella, LLP  
840 Newport Center Drive, Suite 400  
Newport Beach, CA 92660-6324

For the City of Glendale:

Michael J. Garcia, Esq.  
Dorine Martirosian, Esq.  
City of Glendale  
613 East Broadway, Suite 220  
Glendale, CA 91206

/s/ Esperanza Anderson

# Attachment A

Joint Stipulation Re: Consent Decree

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13 Attorneys for State of California Department of Toxic Substances Control

14  
15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 WESTERN DIVISION

18 UNITED STATES OF AMERICA, and the ) Case No. CV 99-00552 MRP (ANx)  
19 STATE OF CALIFORNIA, on behalf of the )  
California Department of Toxic Substances ) JOINT STIPULATION RE:  
20 Control, ) CONSENT DECREE  
21 )  
Plaintiffs, )  
22 )  
v. )  
23 )  
ITT INDUSTRIES, INC; )  
24 LOCKHEED MARTIN CORPORATION; )  
A.G. Layne, Inc.; )  
25 Access Controls, Inc. of California; )  
Admiral Controls, Inc.; Aerogquip. Corp.; )  
26 Anthony Zambas; )  
Joseph F. Bangs, d/b/a Bangs )  
27 Manufacturing Co.; )  
Buckeye Steel Castings Company; )  
28 Max Cohen; Coltec Industries, Inc.: )

- 1 Commercial Inspection Service, Inc.; )
- Cosmic Investments, Inc.; )
- 2 Credit Managers Association of California; )
- Serge Dadone; Datron, Inc.; )
- 3 Excello Plating Co., Inc.; )
- 4 Foto-Kem Industries, Inc.; )
- GCG Corporation; Grant Management, Inc.; )
- 5 Grant Products, Inc.; Grant Products, LLC; )
- Grant Products, LP; Glen Harleman; )
- 6 Haskell International, Inc.; David Higgins; )
- 7 International Electronic Research )
- Corporation; Elder Kree Kofford; )
- 8 Lawrence Engineering & Supply, Inc.; )
- Lester C. Lawrence; Daniel Lee; )
- 9 Michael Lee; Ronald S. Lee; )
- 10 Ronald S. Lee, as Executor of the Lee )
- Living Trust; )
- 11 Theodore M. Lee; )
- Theodore M. Lee, as Executor of the Estate )
- 12 of Marlene Ann Lee; )
- Theodore R. Lee, Jr.; )
- 13 Charles Carter Litchfield; )
- 14 Lockheed Martin Librascope Corporation; )
- MAG Investments, Ltd.; )
- 15 Pacific Bell Telephone Company; )
- Melvin S. Pechter; )
- 16 Peterson Baby Products Co.; )
- 17 Margaret R. Peterson, as Executrix of the )
- Estate of Arnold E. Peterson; )
- 18 Margaret R. Peterson, as Trustee of the )
- Peterson Family Trust; )
- 19 Philips Electronics North America )
- Corporation; )
- 20 PRC-DeSoto International, Inc.; )
- 21 The Prudential Insurance Company of )
- America; )
- 22 Ralphs Grocery Co.; )
- Ranchito Allegra LLC; )
- 23 S.A.I. Industries; )
- 24 Sunland Chemical & Research Corporation; )
- Richard Toshima; )
- 25 Union Pacific Railroad Company; )
- Vickers, Incorporated; )
- 26 Volkswagen of America, Inc.; )
- Edward L. Wallen; )
- 27 Walt Disney Pictures and Television; )
- 28 Walt Disney World Co.; )
- Whittaker Corporation; )

1 W&W Manufacturing Co., Inc.; and )  
2 ZERO Corporation, )  
3 Defendants. )  
4 \_\_\_\_\_ )

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1 WHEREAS:

2       On August 2, 2000, the Court entered a Consent Decree, United States of  
3 America and State of California v. ITT Industries, et al. No. CV 99-00552 MRP  
4 (ANx) (“Consent Decree”), addressing the civil claims of Plaintiffs United States  
5 and the State of California Department of Toxic Substances Control (“DTSC”)  
6 (collectively “Plaintiffs”) against Defendants ITT Industries, Inc.; Lockheed Martin  
7 Corporation; A.G. Layne, Inc.; Access Controls, Inc. of California; Admiral  
8 Controls, Inc.; Aerogquip. Corp.; Anthony Zambas; Joseph F. Bangs, d/b/a Bangs  
9 Manufacturing Co.; Buckeye Steel Castings Company; Max Cohen; Coltec  
10 Industries, Inc.; Commercial Inspection Service, Inc.; Cosmic Investments, Inc.;  
11 Credit Managers Association of California; Serge Dadone; Datron, Inc.; Excello  
12 Plating Co., Inc.; Foto-Kem Industries, Inc.; GCG Corporation; Grant Management,  
13 Inc.; Grant Products, Inc.; Grant Products, LLC; Grant Products, LP; Glen  
14 Harleman; Haskel International, Inc.; David Higgins; International Electronic  
15 Research Corporation; Elder Kree Kofford; Lawrence Engineering & Supply, Inc.;  
16 Lester C. Lawrence; Daniel Lee; Michael Lee; Ronald S. Lee; Ronald S. Lee, as  
17 Executor of the Lee Living Trust; Theodore M. Lee; Theodore M. Lee, as Executor  
18 of the Estate of Marlene Ann Lee; Theodore R. Lee, Jr.; Charles Carter Litchfield;  
19 Lockheed Martin Librascope Corporation; MAG Investments, Ltd.; Pacific Bell  
20 Telephone Company; Melvin S. Pechter; Peterson Baby Products Co.; Margaret R.  
21 Peterson, as Executrix of the Estate of Arnold E. Peterson; Margaret R. Peterson, as  
22 Trustee of the Peterson Family Trust; Philips Electronics North America  
23 Corporation; PRC-DeSoto International, Inc.; The Prudential Insurance Company of  
24 America; Ralphs Grocery Co.; Ranchito Allegra LLC; S.A.I. Industries; Sunland  
25 Chemical & Research Corporation; Richard Toshima; Union Pacific Railroad  
26 Company; Vickers, Incorporated; Volkswagen of America, Inc.; Edward L. Wallen;  
27 Walt Disney Pictures and Television; Walt Disney World Co.; Whittaker

28

1 Corporation; W&W Manufacturing Co., Inc.; and ZERO Corporation, (collectively,  
2 “Defendants”) as alleged in the Complaint filed in this action.<sup>1</sup>

3  
4 WHEREAS:

5 The objectives of the Consent Decree are to “protect public health or welfare  
6 or the environment at the Site by the implementation of response actions at the Site,  
7 to reimburse response costs of the Plaintiffs, and to resolve the claims of Plaintiffs  
8 against...Defendants as provided in [the] Consent Decree.” Consent Decree Section  
9 V.5;

10  
11 WHEREAS:

12 Important steps in achieving protection of public health or welfare or the  
13 environment at the Site required the Defendants, in coordination with the City of  
14 Glendale<sup>2</sup> (“City”), to implement the interim remedies set forth by the United States  
15 Environmental Protection Agency (“EPA”) in the Glendale North and South  
16 Operable Units Records of Decision (“Glendale RODs”), and to achieve the  
17 Performance Standards contained therein. Consent Decree Section VI.11;

18  
19 WHEREAS:

20 A subset of the Defendants known as the “Settling Work Defendants,” as that  
21 term is defined in Section IV of the Consent Decree, and as those entities are  
22 enumerated in Appendix F of the Consent Decree and their successors, where

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26 <sup>1</sup> All terms not specifically defined in this Joint Stipulation re: Consent  
Decree shall have the meaning given to them in the Consent Decree.

27 <sup>2</sup> Pursuant to Section III, Paragraph 2 (page 8) of the Consent Decree, the City  
28 of Glendale is named and bound by the Consent Decree as one of the “Parties  
Bound,” and not as a “Settling Work Defendant,” as that term is defined in Section  
IV (page 15).

1 applicable, have been and are performing the Work under the Consent Decree to  
2 implement the Glendale RODs;<sup>3</sup>

3  
4 WHEREAS:

5 Pursuant to an August 6, 2010 letter to Thomas B. Butler of the EPA from  
6 Kyle S. Kawakami on behalf of the Settling Work Defendants under the Consent  
7 Decree, the Settling Work Defendants have agreed to perform the Work described in  
8 a Focused Feasibility Study (“FFS”) Statement of Work as a modification to the  
9 Statement of Work under the Consent Decree. Among other things, this Work is  
10 designed to evaluate the existing GS-1 well, to evaluate containment of the existing  
11 remedy, and to analyze and characterize the distribution of emerging contaminants;

12  
13 WHEREAS:

14 Section XIV, Paragraph 51 of the Consent Decree states, “Within 90 (ninety)  
15 days after Settling Work Defendants conclude that all phases of the Work (including  
16 O&M) have been fully performed, which is anticipated to occur approximately  
17 twelve (12) years after the System Operation Date, Settling Work Defendants and  
18 the City shall schedule and conduct a pre-certification inspection to be attended by  
19 Settling Work Defendants, EPA, the City and DTSC”;

20  
21 WHEREAS:

22 Section XIV, Paragraph 51 of the Consent Decree provides that if the Settling  
23 Work Defendants and the City believe that the Work has been fully performed as  
24 required by the Consent Decree, the Settling Work Defendants and the City may  
25 request a Certificate of Completion of the Work and EPA will “...notify Settling  
26 Defendants and the City in writing of the activities that must be undertaken by the

27  
28 <sup>3</sup> Solely for the purposes of this Joint Stipulation, the term “Settling Work Defendants” shall not include Zero Corporation.

1 Settling Work Defendants or the City pursuant to the Consent Decree to complete  
2 the Work”;

3  
4 WHEREAS:

5 The Plaintiffs, the City and the Defendants (the “Parties”) have agreed that  
6 the Settling Work Defendants will not request a Certificate of Completion of the  
7 Work before November 30, 2018 and Settling Work Defendants and the City will  
8 continue to perform their respective Work, including the FFS, and all other  
9 requirements of the Consent Decree, including the Performance Standards, now and  
10 into the future until at least November 30, 2018, when additional Site information  
11 will be available to the Parties;

12  
13 WHEREAS:

14 The Parties represent that this modification to the Consent Decree has been  
15 negotiated by the Parties in good faith. The Parties believe that this modification of  
16 the Consent Decree is fair, reasonable, and in the public interest.

17 NOW, THEREFORE, the Parties enter into this Joint Stipulation (“Joint  
18 Stipulation”) as follows:

19 1. **CONTINUATION OF WORK:** Notwithstanding any other provision  
20 of the Consent Decree, the Parties agree that the Settling Work  
21 Defendants will not request a Certificate of Completion regarding the  
22 Work before November 30, 2018 and, Settling Work Defendants and  
23 the City shall continue to perform their respective Work required to be  
24 performed under the Consent Decree and all other requirements of the  
25 Consent Decree, including the Performance Standards, FFS and any  
26 implementation of Work resulting therefrom, now and into the future  
27 until at least November 30, 2018, when additional Site information will  
28 be available to the Parties, subject in all instances to the terms and

1 conditions set forth in the Consent Decree, and without waiving any  
2 rights, defenses and/or remedies that the Plaintiffs the City or Settling  
3 Work Defendants have under the Consent Decree (it being agreed that  
4 the implementation Work resulting from the FFS has not yet been  
5 determined, and the Settling Work Defendants and/or the City shall be  
6 entitled to exercise any and all rights, defenses and remedies under the  
7 Consent Decree to object to any implementation of Work that may be  
8 ordered by the United States under the Consent Decree);

9 2. **CONTINUING EFFECT:** Except as specifically addressed by this  
10 Joint Stipulation, the Consent Decree remains in full force and effect.

11

12 The Parties have attached a copy of the Consent Decree to this Joint Stipulation and  
13 request that it be lodged with the Court for a period of not less than 30 days for  
14 public notice and comment in accordance with 28 C.F.R. § 50.7. Plaintiffs reserve  
15 the right to withdraw or withhold their consent if the comments regarding this Joint  
16 Stipulation disclose facts or considerations indicating that this Joint Stipulation is  
17 inappropriate, improper, or inadequate. Defendants consent to entry of this Joint  
18 Stipulation without further notice. After it has received and considered any public  
19 comments, Plaintiffs will file a motion, requesting further action from the Court.

20

21 IT IS SO STIPULATED.

22 Plaintiffs attest that concurrence in the filing of this Joint Stipulation re:  
23 Consent Decree was obtained from Kyle Kawakami, the common counsel for  
24 Glendale Respondents Group, the representative agent for the Settling Work  
25 Defendants under the Consent Decree and the City of Glendale.

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Dated: May 17, 2013

By: /s/ Esperanza Anderson

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Attorney for Plaintiff United States of America

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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Attorney for California Department of Toxic Substances Control

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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By: \_\_\_\_\_

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

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Dated: 3-20-13

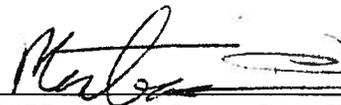
By: 

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Attorney for the Settling Work Defendants

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Dated: March 18, 2013

By: 

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15 Attorneys for Plaintiff United States of America

16 (Attorneys for State of California listed on following pages)

17 IN THE UNITED STATES DISTRICT COURT

18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 WESTERN DIVISION

21 UNITED STATES OF AMERICA, and )  
STATE OF CALIFORNIA, on behalf )  
22 of the California Department )  
of Toxic Substances Control, )  
23 )

24 Plaintiffs, )

25 v. )

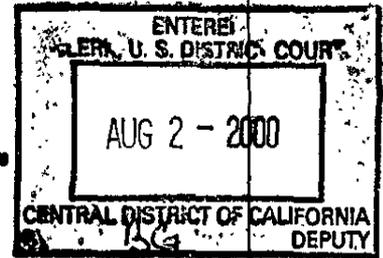
26 ITT INDUSTRIES, INC; )  
LOCKHEED MARTIN CORPORATION; )  
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27 Access Controls, Inc. of )  
California; )  
28 Admiral Controls, Inc.; )

No. CV 99-00552 MRP (ANx)

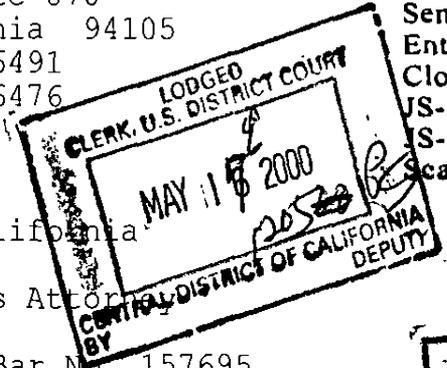
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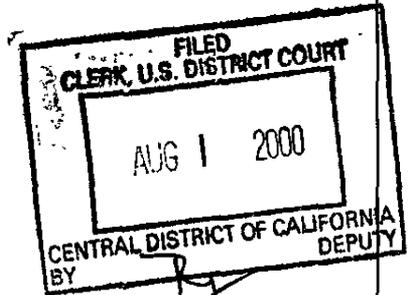
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Joseph F. Bangs, d/b/a Bangs )  
2 Manufacturing Co.; )  
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23 Melvin S. Pechter; )  
Peterson Baby Products Co.; )  
24 Margaret R. Peterson, as )  
Executrix of the Estate )  
25 of Arnold E. Peterson; )  
Margaret R. Peterson, as )  
26 Trustee of the Peterson )  
Family Trust; )  
27  
28

1 Philips Electronics North )  
 America Corporation; )  
 2 PRC-DeSoto International, Inc.; )  
 The Prudential Insurance )  
 3 Company of America; )  
 Ralphs Grocery Co.; )  
 4 Ranchito Allegra LLC; )  
 S.A.I. Industries; )  
 5 Sunland Chemical & Research )  
 Corporation; )  
 6 Richard Toshima; )  
 Union Pacific Railroad Company; )  
 7 Vickers, Incorporated; )  
 Volkswagen of America, Inc.; )  
 8 Edward L. Wallen; )  
 Walt Disney Pictures and )  
 9 Television; )  
 Walt Disney World Co.; )  
 10 Whittaker Corporation; )  
 W&W Manufacturing Co., Inc.; )  
 11 Anthony Zambas; and )  
 ZERO Corporation, )  
 12 )  
 Defendants. )  
 13 )

14 )  
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 of the State of California  
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 on behalf of the California Department  
 23 of Toxic Substances Control  
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 25  
 26  
 27  
 28

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I. BACKGROUND

1  
2 A. The United States of America ("United States"), on  
3 behalf of the Administrator of the United States Environmental  
4 Protection Agency ("EPA"), and the State of California, on behalf  
5 of the California Department of Toxic Substances Control  
6 ("DTSC"), have filed complaints in this matter pursuant to  
7 Sections 106 and 107 of the Comprehensive Environmental Response,  
8 Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606,  
9 9607, prior to the lodging of this Consent Decree.

10 B. The United States and DTSC in their complaints seek  
11 inter alia: (1) reimbursement of costs incurred by EPA, DTSC and  
12 the United States Department of Justice for response actions at  
13 the San Fernando Valley Crystal Springs (Area 2) Superfund Site -  
14 Glendale North and South Operable Units ("Site") in and around  
15 Glendale, California, together with accrued interest; and (2)  
16 performance of studies and response work by the defendants at the  
17 Site consistent with the National Contingency Plan, 40 C.F.R.  
18 Part 300 (as amended) ("NCP").

19 C. In accordance with the NCP and Section 121(f)(1)(F) of  
20 CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified DTSC and the Los  
21 Angeles Regional Water Quality Control Board ("RWQCB") on  
22 December 20, 1995 of negotiations with potentially responsible  
23 parties regarding the implementation of the remedial design and  
24 remedial action for the Site, and EPA has provided the State  
25 agencies with an opportunity to participate in such negotiations  
26 and be a party to this Consent Decree.

27 D. In accordance with Section 122(j)(1) of CERCLA, 42  
28 U.S.C. § 9622(j)(1), EPA notified the Department of the Interior  
and the National Oceanic and Atmospheric Administration on

December 20, 1995 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Consent Decree.

E. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaints or in this Consent Decree, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment.

F. San Fernando Valley Sites Background.

1. Tests conducted in the early 1980's on San Fernando Valley Basin ("Basin") groundwater revealed extensive contamination by volatile organic compounds ("VOCs") to the Basin groundwater. The primary VOCs found in the Basin groundwater are trichloroethylene ("TCE") and perchloroethylene ("PCE"), which were widely used solvents in machinery degreasing, metal plating and other industrial processes. Groundwater from a majority of the drinking water wells in the San Fernando Valley was found to contain VOC contamination exceeding the federal Maximum Contaminant Levels ("MCLs") for TCE and PCE, leading to the closure of such drinking water wells. MCLs are safe drinking water standards established under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f, et seq. The federal MCL for TCE and PCE is 5 parts per billion ("ppb" or " $\mu\text{g}/\text{l}$ ").

2. Based on these early investigations of Basin

1 groundwater, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605,  
2 in June 1986 EPA placed four well field sites in the San Fernando  
3 Valley on the National Priorities List, set forth at 40 C.F.R.  
4 Part 300, Appendix B, by publication in the Federal Register (see  
5 51 Fed. Reg. 21054): (1) the North Hollywood Superfund site  
6 (Area 1); (2) the Crystal Springs Superfund site (Area 2); (3)  
7 the Verdugo Superfund site (Area 3); and (4) the Pollock  
8 Superfund site (Area 4).

9 G. San Fernando Valley Sites Investigation. In response to  
10 a release or a substantial threat of a release of a hazardous  
11 substance(s) at or from these four well field sites, which EPA  
12 manages as one site, EPA is conducting a Basin-wide Remedial  
13 Investigation and Feasibility Study ("RI/FS") pursuant to 40  
14 C.F.R. § 300.430. EPA has also entered into a multi-site  
15 cooperative agreement with the California Department of Health  
16 Services ("DHS") to fund DHS participation in remedial activities  
17 at the San Fernando Valley well field sites, among other  
18 California Superfund site areas. In September of 1989, EPA  
19 entered into a cooperative agreement with the California State  
20 Water Resources Control Board ("SWRCB"). Under that cooperative  
21 agreement, SWRCB funds the RWQCB's ongoing source investigation  
22 and source control work in the Basin.

23 H. Designation of Operable Units and Interim Remedial  
24 Action. EPA has designated four operable units ("OUs") within  
25 the San Fernando Valley Superfund sites, known as the North  
26 Hollywood, Burbank, Glendale North and Glendale South OUs. To  
27 control the migration of the contaminant plumes and to begin to  
28 treat the most seriously contaminated areas in the Basin  
groundwater pending completion of the Basin-wide RI/FS, EPA

decided to issue Records of Decision ("RODs") prescribing interim remedies for each of the OUs.

1           1. EPA's first interim ROD was issued for the North  
2 Hollywood OU in 1987. In December 1989, construction of the  
3 North Hollywood Aeration Facility to address contamination at the  
4 North Hollywood OU was completed.

5           2. EPA's second interim ROD was issued for the Burbank  
6 OU in 1989. Under a Consent Decree entered by this Court on  
7 March 25, 1992, in the action United States of America v.  
8 Lockheed Corporation, City of Burbank, California, and Weber  
9 Aircraft, Inc., Civil Action No. 91-4527 MRP (Tx), the Burbank  
10 treatment facility was completed in the year 1998, and will be  
11 operated and maintained for two years. On June 23, 1998, this  
12 Court entered a second consent decree for the Burbank OU, which  
13 provides for the long-term operation and maintenance of the  
14 Burbank OU for an additional eighteen years.

15           3. In 1990, EPA commenced a Remedial Investigation of  
16 the Glendale Study Area ("Glendale RI"), which includes the  
17 Glendale North and South OUs. In the Glendale RI, EPA identified  
18 two distinct plumes of VOC contamination in the Glendale Study  
19 Area, referred to as the Glendale North Plume and the Glendale  
20 South Plume. EPA determined that these two VOC plumes should be  
21 addressed as distinct OU remedies and that separate Glendale  
22 Feasibility Studies ("FS's") should be conducted to evaluate  
23 interim remedial alternatives for each plume. EPA completed an  
24 RI Report on the Glendale Study Area in January 1992. EPA  
25 completed an FS Report in April 1992 for the Glendale North OU  
26 and released a Proposed Plan for the Glendale North OU to the  
27 public in June 1992. For the Glendale South OU, EPA completed  
28

the FS Report in August 1992 and released a Proposed Plan to the public in September 1992.

1 I. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA  
2 published notice of the completion of the Glendale North and  
3 South FS Reports and of the Proposed Plans for remedial action  
4 in a major local newspaper of general circulation. EPA provided  
5 an opportunity for written and oral comments from the public on  
6 the Proposed Plans for remedial action. A copy of the transcript  
7 of the public meeting is available to the public as part of the  
8 administrative records upon which the Regional Administrator  
9 based the selection of the interim response actions selected for  
10 the Glendale North and South OUs.

11 J. The Site RODs. EPA's decisions on the interim remedial  
12 actions to be implemented at the Site are embodied in separate  
13 interim RODs for the Glendale North and South OUs, each executed  
14 on June 18, 1993 (hereinafter "Glendale RODs"), on which the  
15 State had a reasonable opportunity to review and comment. The  
16 Glendale RODs each include EPA's explanation of significant  
17 differences between the Final Plans and the Proposed Plans as  
18 well as responsiveness summaries to the public comments. Notice  
19 of the Final Plans was published in accordance with Section  
20 117(b) of CERCLA. 42 U.S.C. § 9617(b).

21 1. The Glendale RODs require a combined treatment  
22 facility that will treat groundwater extracted from each of the  
23 separate Glendale OUs to remove VOC contamination, and a combined  
24 blending facility that will be used to blend the treated  
25 groundwater to reduce nitrate levels before delivering the water  
26 to the City of Glendale's or another public water supply.

27 2. On October 19, 1993, EPA issued Special Notice for  
28

1 Remedial Design of the Remedial Action to potentially responsible  
2 parties EPA had identified for the Site. On March 30, 1994, EPA  
3 entered into Administrative Order on Consent ("AOC") No. 94-11  
4 with twenty-five of the parties who had received Special Notice.  
5 The parties to the AOC ("the AOC Parties") agreed to conduct, and  
6 have conducted, the Remedial Design for the Remedial Action  
7 described in the Glendale RODs. The Remedial Design was approved  
8 by EPA on November 11, 1996. On November 26, 1996, EPA issued  
9 Unilateral Administrative Order No. 97-06 ("UAO No. 97-06") to  
10 forty-two parties, including the AOC Parties ("the UAO Parties").  
11 In UAO No. 97-06, EPA required the first nine months of  
12 activities necessary to implement the Remedial Design. On  
13 September 30, 1997, EPA issued Unilateral Administrative Order  
14 No. 97-18 ("UAO No. 97-18") to the same parties, requiring the  
15 construction, operation and maintenance of the Remedial Action.  
16 This Consent Decree provides for the continued construction,  
17 operation and maintenance of the Remedial Action, and supersedes  
18 UAO No. 97-18 with respect to the Settling Defendants.

17 3.

18 (a) The City of Glendale (hereinafter sometimes  
19 "the City") is not a defendant in this action. The Glendale RODs  
20 provide that the extracted, treated groundwater shall be  
21 delivered to the City of Glendale provided the City is willing to  
22 accept the water. EPA and the City of Glendale executed a  
23 Memorandum of Agreement dated March 30, 1994, which provided for  
24 the City of Glendale to coordinate and cooperate with the parties  
25 to the AOC in the design of the interim remedies. The City of  
26 Glendale and EPA have executed a second Memorandum of Agreement  
27 dated July 2, 1998, a copy of which is attached to this Consent  
28

Decree as Appendix I, that provides for the City of Glendale to continue to coordinate and cooperate with the parties to UAO No. 97-18 in the construction, operation and maintenance of the interim remedies. This Consent Decree supersedes the Memorandum of Agreement dated July 2, 1998 with respect to the City.

(b) The United States and DTSC acknowledge that those Settling Cash Defendants (as defined in Section IV (Definitions)), identified in Appendix G.1, have funded, in whole or in part, the Second Consent Decree Trust Account described in Section XIV (Funding of Response Activities) of the consent decree entered for the Burbank Operable Unit by this Court on June 23, 1998 in the action titled United States v. Lockheed Martin, Case No. CV 91-4527 (MRP) (TX) via a settlement with Lockheed Martin in the action Lockheed Martin Corporation v. Crane Company et al., United States District Court, Central District of California, Case No. CV 94-2717 (MRP) (TX).

K. Based on the information presently available to EPA and DTSC, EPA and DTSC believe that the Work will be properly and promptly conducted by the Settling Defendants and the City if conducted in accordance with the requirements of this Consent Decree and its appendices.

L. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the interim Remedial Action selected by the Glendale RODs and the Work to be performed by the Settling Defendants and the City shall constitute a response action taken or ordered by the President.

M. The parties to this Consent Decree ("Parties") recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in

good faith, that implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1651, and 42 U.S.C. §§ 9606, 9607, and 9613(b). Venue is proper in this district pursuant to 42 U.S.C. § 9613(b) and 28 U.S.C. § 1391 (b), (c). This Court also has personal jurisdiction over the Settling Defendants. The City of Glendale voluntarily submits to the Court's jurisdiction for the limited purposes of its participation in this Consent Decree. Solely for the purposes of this Consent Decree and the underlying complaints, Settling Defendants and the City waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this district. Settling Defendants and the City shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and DTSC, the City of Glendale, Settling Defendants and any legal entity that Settling Defendants may establish to perform the Work, and their heirs, successors and assigns. Any change in ownership or corporate status including, but not limited to, any transfer of assets or real or personal property, shall in no way alter a Settling Defendant's or the City's responsibilities under this Consent Decree.

3. Settling Work Defendants and the City shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Settling Work Defendant or the City with respect to the Site or the Work, and shall provide in all contracts entered into hereunder that the Work, or the portion thereof being performed under the contract, be performed in conformity with the terms of this Consent Decree. Settling Work Defendants, the City or their contractors shall provide written notice of this Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Defendants and the City shall nonetheless be responsible for ensuring that their respective contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Settling Defendants or the City within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

#### IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated herein, the following definitions shall apply:

"Basin-Wide Response Costs" shall mean those response costs incurred for Basin-wide groundwater investigation and other

1 Basin-wide activities that are allocated by EPA or DTSC to the  
2 Site, including, but not limited to, direct and indirect costs  
3 incurred in reviewing or developing plans or reports, verifying  
4 work, or otherwise implementing, overseeing, or enforcing Basin-  
5 wide activities, including, but not limited to, payroll costs,  
6 contractor costs, travel costs, laboratory costs, the costs  
7 incurred pursuant to remedy review or the necessity to obtain  
8 access to any property (including, but not limited to, attorneys  
9 fees and any monies paid to secure access and/or to secure  
10 institutional controls, including the amount of just  
11 compensation), and the costs incurred to conduct emergency  
12 response actions. "Basin-Wide Past Response Costs" shall refer  
13 to Basin-Wide Response Costs paid by EPA prior to December 30,  
14 1997 or by DTSC prior to December 31, 1996. "Basin-Wide Future  
15 Response Costs" shall refer to Basin-Wide Response Costs incurred  
16 and/or paid by EPA or DTSC subsequent to December 30, 1997 or by  
17 DTSC after December 31, 1996.

18 "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 "City" or "City of Glendale" shall mean the City of  
22 Glendale, California, a charter city, and any of its divisions,  
23 departments and other subdivisions.

24 "Consent Decree" shall mean this decree and all appendices  
25 attached hereto (listed in Section XXIX). In the event of  
26 conflict between this decree and any appendix, this decree shall  
27 control.

28 "Day" shall mean a calendar day unless expressly stated to  
be a working day. "Working day" shall mean a day other than a

1 Saturday, Sunday, or federal holiday. In computing any period of  
2 time under this Consent Decree, where the last day would fall on  
3 a Saturday, Sunday, or federal holiday, the period shall run  
4 until the close of business of the next working day.

5 "Department of Toxic Substances Control" and "DTSC" shall  
6 mean DTSC and any of its successor departments or agencies.

7 "Downstream Facilities" shall mean the transmission pipeline  
8 from the Point of Delivery to the Grandview Pumping Station  
9 Reservoir inlet chamber, the nitrate blending water facility and  
10 pipeline, and associated improvements to the Grandview Pumping  
11 Station, as depicted in Appendix K.

12 "EPA" shall mean the United States Environmental Protection  
13 Agency and any successor departments or agencies.

14 "Future Response Costs" shall mean all costs incurred and/or  
15 paid by the United States after December 30, 1997 or DTSC after  
16 December 31, 1998, including, but not limited to, direct and  
17 indirect costs incurred in reviewing or developing plans, reports  
18 and other items pursuant to this Consent Decree, verifying Work,  
19 or otherwise implementing, overseeing, or enforcing this Consent  
20 Decree, including, but not limited to, payroll costs, contractor  
21 costs, travel costs, laboratory costs, the costs incurred  
22 pursuant to Sections VII (Remedy Review), IX (Access) (including,  
23 but not limited to, attorneys fees and any monies paid to secure  
24 access and/or to secure institutional controls, including the  
25 amount of just compensation), XV (Emergency Response), and  
26 Paragraph 85 (Work Takeover) of Section XXI. "Future Response  
27 Costs" shall not include Basin-Wide Future Response Costs.

28 "Glendale Records of Decision" or "Glendale RODs" shall mean  
the EPA Records of Decision relating to the Glendale North and

1 South OUs signed on June 18, 1993 by the Regional Administrator,  
2 EPA Region IX, or her delegate, and all attachments thereto. The  
3 Glendale North and South RODs are attached to this Consent Decree  
4 respectively as Appendices A and B.

5 "Interest" shall mean interest at the rate specified for  
6 interest on investments of the Hazardous Substance Superfund  
7 established under Subchapter A of Chapter 98 of Title 26 of the  
8 U.S. Code, compounded on October 1 of each year, in accordance  
9 with 42 U.S.C. § 9607(a).

10 "Memorandum of Agreement" or "MOA" shall mean the Memorandum  
11 of Agreement Between EPA and the City of Glendale dated July 2,  
12 1998, attached as Appendix I to this Consent Decree, which sets  
13 forth the City's responsibilities to construct, operate and  
14 maintain certain facilities necessary to implement the Glendale  
15 North and South OU interim remedies.

16 "National Contingency Plan" or "NCP" shall mean the National  
17 Oil and Hazardous Substances Pollution Contingency Plan  
18 promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605,  
19 codified at 40 C.F.R. Part 300, and any amendments thereto.

20 "Operation and Maintenance" or "O&M" shall mean all  
21 activities required to maintain the effectiveness of the Remedial  
22 Action as required under the Operation and Maintenance Plan  
23 approved or developed by EPA pursuant to this Consent Decree and  
24 the Statement of Work ("SOW").

25 "Paragraph" shall mean a portion of this Consent Decree  
26 identified by an Arabic numeral or an upper case letter.

27 "Parties" shall mean the United States, DTSC, the City of  
28 Glendale, and the Settling Defendants.

"Past Response Costs" shall mean all costs, including, but

1 not limited to, direct and indirect costs, that the United States  
2 paid at or in connection with the Site through December 30, 1997,  
3 plus Interest on all such costs that has accrued pursuant to 42  
4 U.S.C. § 9607(a), or that DTSC paid at or in connection with the  
5 Site through December 31, 1998, plus Interest on all such costs  
6 that has accrued pursuant to 42 U.S.C. § 9607(a). Past Response  
7 Costs shall also include Basin-Wide Past Response Costs.

8 "Performance Standards" shall mean the operational standards  
9 and other measures of control and achievement of the goals of the  
10 Remedial Action, as set forth in the Glendale RODs, the SOW and  
11 this Consent Decree.

12 "Plaintiffs" shall mean the United States and DTSC.

13 "Point of Delivery" shall mean the physical point of  
14 acceptance of the treated groundwater from the water treatment  
15 plant into the City of Glendale water blending and distribution  
16 system, as depicted in attached Appendix K.

17 "RCRA" shall mean the Solid Waste Disposal Act, as amended,  
18 42 U.S.C. §§ 6901 et seq. (also known as the Resource  
19 Conservation and Recovery Act).

20 "Released Parties" shall mean the City, the Settling  
21 Defendants, and their officers, directors, employees and agents;  
22 where the Settling Defendant or other Released Party is a trust,  
23 Released Party also shall mean its trustees and successor  
24 trustees appointed to carry out the purposes of said trust; where  
25 the Settling Defendant or other Released Party is a corporate  
26 entity, Released Party also shall mean its corporate successors  
27 to potential liability for the Site; and where the Settling  
28 Defendant or other Released Party is a partnership, Released  
Party also shall mean its partners. However, Released Parties

1 shall not include any person or entity with liability for the  
2 Site independent of that person's or entity's association with a  
3 Settling Defendant.

4 "Remedial Action" shall mean those activities, except for  
5 Operation and Maintenance, to be undertaken by the Settling Work  
6 Defendants or the City to implement the Glendale RODs, in  
7 accordance with the SOW and the final Remedial Design and  
8 Remedial Action Work Plans and other plans approved by EPA.

9 "Remedial Action Work Plan" shall mean the document  
10 developed pursuant to UAO No. 97-06 and approved by EPA, and any  
11 amendments thereto.

12 "Remedial Design" shall mean those activities undertaken by  
13 the AOC Parties to develop the final plans and specifications for  
14 the Remedial Action pursuant to the Remedial Design Work Plan.

15 "Remedial Design Work Plan" shall mean the document  
16 developed pursuant to the AOC and approved by EPA, and any  
17 amendments thereto.

18 "Section" shall mean a portion of this Consent Decree  
19 identified by a Roman numeral.

20 "Settlement Agreement" shall mean the Settlement Agreement  
21 between the City of Glendale, certain Unilateral Order No. 97-18  
22 respondents as defined therein and Glendale Respondents Group,  
23 LLC, attached as Appendix J to this Consent Decree.

24 "Settling Cash Defendants" shall mean those Parties,  
25 identified in Appendices G and G.1, who will participate in this  
26 Consent Decree with the United States, DTSC, all other Settling  
27 Defendants and the City of Glendale primarily through cash  
28 payments, and are not involved in performing the Work under this  
Consent Decree. However, Settling Cash Defendants may have

obligations under this Consent Decree that are the joint and several obligation of the Settling Defendants (i.e., Paragraph 18, Remedy Review).

"Settling Defendants" shall mean those Parties identified in Appendices D ("Non-Owner Settling Defendants"), E ("Owner Settling Defendants"), and G-1.

"Settling Work Defendants" shall mean those Parties, identified in Appendix F, who are required to construct and initially to operate the Upstream Facilities, and who are to fund the City's Operation and Maintenance of the Upstream Facilities as required by this Consent Decree, whether they perform such Work by themselves or through any legal entity that they may establish to perform such Work. If Settling Cash Defendants are required to perform Work pursuant to, inter alia, Paragraph 15 (Modification of the SOW and Related Work Plans) or Section VII (Remedy Review), Settling Work Defendants shall mean those Settling Defendants who perform such Work.

"Site" shall mean the Glendale North and South OUs of the Crystal Springs (Area 2) Superfund Site and the areal extent of groundwater contamination at or from those OUs.

"State" shall mean the State of California.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of the Remedial Action and the Operation and Maintenance at the Site, as set forth in Appendix C to this Consent Decree, and any modifications made in accordance with this Consent Decree.

"Supervising Contractor" shall mean the principal contractor(s) retained by the Settling Work Defendants or the City to supervise and direct the portion of the Work to be

performed by that Party under this Consent Decree.

1 "System Operation Date" shall mean the date after the  
2 completion of system shakedown upon which the Settling Work  
3 Defendants begin extracting and treating groundwater using the  
4 facilities constructed pursuant to the Remedial Action Work Plan  
5 and delivering such treated groundwater to the Point of Delivery.

6 "United States" shall mean the United States of America.

7 "Upstream Facilities" shall mean the groundwater extraction  
8 wells, the groundwater treatment plant, and the collection and  
9 transmission pipelines connecting the wells and the treatment  
10 plant and from the plant to the Point of Delivery, as depicted in  
11 attached Appendix K.

12 "Waste Material" shall mean (1) any "hazardous substance"  
13 under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any  
14 pollutant or contaminant under Section 101(33) of CERCLA, 42  
15 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27)  
16 of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous material"  
17 under California law.

18 "Work" shall mean all activities Settling Work Defendants or  
19 the City are required to perform under this Consent Decree,  
20 except those activities required by Section XVI (Reimbursement of  
21 Response Costs) and Section XXV (Retention of Records).

## 22 V. GENERAL PROVISIONS

### 23 5. Objectives of the Parties

24 The objectives of the Parties in entering into this Consent  
25 Decree are to protect public health or welfare or the environment  
26 at the Site by the implementation of response actions at the  
27 Site, to reimburse response costs of the Plaintiffs, and to  
28 resolve the claims of Plaintiffs against Settling Defendants as

provided in this Consent Decree. It is the objective of the City to receive the processed water into its potable water supply system.

6. Commitments by Settling Defendants and the City

a. Settling Defendants and the City shall fund and Settling Work Defendants and the City shall perform the Work in accordance with this Consent Decree, the Glendale RODs, the SOW, and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Settling Work Defendants or the City and approved by EPA pursuant to this Consent Decree. Settling Defendants shall also reimburse the United States and DTSC for Past Response Costs and Future Response Costs as provided in this Consent Decree.

b. The obligations of Settling Defendants to pay amounts owed the United States and DTSC under this Consent Decree are joint and several. The respective obligations of the Settling Work Defendants and the City to fund and perform portions of the Work under this Consent Decree are joint and several as among the Settling Work Defendants and several as between the City and the Settling Work Defendants. In the event of insolvency or other failure of any one or more of the Settling Defendants or Settling Work Defendants to implement the requirements of this Consent Decree, the remaining Settling Defendants or Settling Work Defendants, as appropriate, shall complete all such requirements.

7. Compliance With Applicable Law

All activities undertaken by Settling Work Defendants or the City pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal, state and local laws and regulations. Settling Work Defendants and the

City must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the Glendale RODs and the SOW. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP.

8. Permits

a. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e) and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, Settling Work Defendants or the City, whichever is required to perform that portion of the Work, shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Settling Work Defendants or the City shall coordinate and cooperate with the Party required to perform the portion of the Work for which a permit is required to obtain such permit. The Settling Defendants or the City may seek relief under the provisions of Section XVIII (Force Majeure) of this Consent Decree for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work.

b. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

9. Notice of Obligations to Successors-in-Title

a. The properties owned by a Settling Defendant as to which

1 EPA issued special notice for remedial action are listed in  
2 Appendix E to this Consent Decree. The obligations under this  
3 Consent Decree of each Owner Settling Defendant with respect to  
4 the properties that it owns and that are identified in Appendix E  
5 to this Consent Decree, the obligations of the City with respect  
6 to the property that it owns at 800 Flower Street, Glendale,  
7 California, where the groundwater treatment plant and related  
8 facilities will be located ("800 Flower Street"), and the  
9 obligations with respect to the provision of access under Section  
10 IX (Access) shall be binding upon each such Owner Settling  
11 Defendant or the City, as applicable, and any and all persons who  
12 subsequently acquire any interest in such properties or any  
13 portion thereof (hereinafter "Successors-in-Title"). The  
14 obligations imposed by this section of the Consent Decree are  
15 limited to the properties identified in Appendix E and 800 Flower  
16 Street.

17 b. Any Owner Settling Defendant and any Successor-in-Title,  
18 at least 30 (thirty) days prior to the conveyance of any fee  
19 ownership interest in a property or portion thereof identified in  
20 Appendix E, and the City and any Successor-in-Title, at least 30  
21 (thirty) days prior to the conveyance of any interest in the real  
22 property it owns at 800 Flower Street, in the City of Glendale,  
23 shall give written notice of this Consent Decree to the grantee.  
24 No later than thirty (30) days after the conveyance of any such  
25 interest, such Owner Settling Defendant, the City, or conveying  
26 Successor-in-Title, shall give written notice to EPA and DTSC of  
27 the conveyance, including the name and address of the grantee,  
28 and the date on which notice of the Consent Decree was given to  
the grantee, and shall provide to EPA a copy of its notice to the

1 grantee. In the event of any such conveyance, the Owner Settling  
2 Defendants' and the City's obligations under this Consent Decree,  
3 including their obligations to provide or secure access pursuant  
4 to Section IX (Access), shall continue to be met by the Owner  
5 Settling Defendants or the City. In no event shall the  
6 conveyance of an interest in property identified in Appendix E or  
7 of an interest in 800 Flower Street release or otherwise affect  
8 the liability of the Settling Defendants or the City to comply  
9 with this Consent Decree.

10 c. The obligation to provide notice pursuant to this  
11 Section shall terminate upon issuance of the Certification  
12 pursuant to Section XIV, Paragraph 51 (Completion of the Work) of  
13 this Consent Decree.

14 VI. PERFORMANCE OF THE WORK BY SETTling WORK DEFENDANTS AND THE  
15 CITY

16 10. Selection of Supervising Contractor.

17 a. All aspects of the Work to be performed by Settling Work  
18 Defendants or the City pursuant to Sections VI (Performance of  
19 the Work by Settling Work Defendants and the City), VII (Remedy  
20 Review), VIII (Quality Assurance, Sampling and Data Analysis),  
21 and XV (Emergency Response) of this Consent Decree shall be under  
22 the direction and supervision of the Supervising Contractor, the  
23 selection of which shall be subject to disapproval by EPA after a  
24 reasonable opportunity for review and comment by DTSC. Within 30  
25 (thirty) days after the entry of this Consent Decree, Settling  
26 Work Defendants and the City, respectively, shall notify EPA and  
27 DTSC in writing of the name, title, and qualifications of any  
28 contractor proposed to be the Supervising Contractor. Subject to  
EPA's approval, Settling Work Defendants or the City may

1 designate a member of their own staffs as the Supervising  
2 Contractor. EPA will issue either a notice of disapproval or an  
3 authorization to proceed. If, at any time after a notice to  
4 proceed is issued, Settling Work Defendants or the City propose  
5 to change a Supervising Contractor, Settling Work Defendants or  
6 the City shall give notice of such intent to EPA and DTSC and  
7 must obtain a new authorization to proceed from EPA, after a  
8 reasonable opportunity for review and comment by DTSC, before the  
9 new Supervising Contractor performs, directs, or supervises any  
10 Work under this Consent Decree.

11 b. If EPA disapproves a proposed Supervising Contractor,  
12 EPA will notify Settling Work Defendants or the City in writing.  
13 Settling Work Defendants or the City shall submit to EPA and DTSC  
14 a list of contractors, including the qualifications of each  
15 contractor, that would be acceptable to them within 30 (thirty)  
16 days of receipt of EPA's disapproval of the contractor previously  
17 proposed. EPA will provide written notice of the names of any  
18 contractor(s) that it disapproves and an authorization to proceed  
19 with respect to any of the other contractors. Settling Work  
20 Defendants or the City may select any contractor from the list of  
21 contractors that is not disapproved and shall notify EPA and DTSC  
22 of the name of the contractor selected within 21 (twenty-one)  
23 days of EPA's authorization to proceed.

24 c. If EPA fails to provide written notice of its  
25 authorization to proceed or disapproval as provided in this  
26 Paragraph and this failure prevents the Settling Work Defendants  
27 or the City from meeting one or more deadlines in a plan approved  
28 by the EPA pursuant to this Consent Decree, Settling Work  
Defendants or the City may seek relief under the provisions of

Section XVIII (Force Majeure) hereof.

11. Remedial Action.

1 a. Pursuant to UAO No. 97-06, the UAO Parties submitted a  
2 work plan for the performance of the Remedial Action at the Site  
3 ("Remedial Action Work Plan"). The Remedial Action Work Plan  
4 provides for construction and implementation of the interim  
5 remedies set forth in the Glendale RODs, achievement of the  
6 Performance Standards, and implementation of the design plans and  
7 specifications developed in accordance with the Remedial Design  
8 Work Plan and approved by EPA. The Remedial Action Work Plan is  
9 hereby incorporated into and is enforceable under this Consent  
10 Decree. The UAO Parties also submitted to EPA and DTSC a Health  
11 and Safety Plan for field activities required by the Remedial  
12 Action Work Plan which conforms to the applicable Occupational  
13 Safety and Health Administration and EPA requirements, including,  
14 but not limited to, 29 C.F.R. § 1910.120.

15 b. Pursuant to EPA's approval of the Remedial Action Work  
16 Plan on August 22, 1997, after a reasonable opportunity for  
17 review and comment by DTSC, the UAO Parties are implementing the  
18 Remedial Action Work Plan. Pursuant to this Consent Decree,  
19 Settling Work Defendants shall complete the implementation of the  
20 Remedial Action Work Plan to the extent that implementation has  
21 not been completed at the time of entry of this Consent Decree.  
22 The City has agreed to design and construct the blending facility  
23 that will blend the extracted, treated groundwater with another  
24 source of water to reduce nitrate concentrations, and related  
25 appurtenances. Pursuant to the MOA attached as Appendix I to  
26 this Consent Decree, the City and EPA have developed a statement  
27 of work for this portion of the Work. Commencing with the entry  
28

of this Consent Decree, the Settling Work Defendants and the City shall submit to EPA and DTSC all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan or the statement of work pursuant to the MOA in accordance with the approved schedule for review and approval set forth in the SOW attached as Appendix C to this Consent Decree or established pursuant to the MOA, as applicable, and pursuant to Section XI (EPA Approval of Plans and Other Submissions).

c. More specifically, the Settling Work Defendants shall complete the construction of groundwater extraction wells, a 5000 gallon-per-minute ("gpm") capacity groundwater treatment plant to remove VOCs from the extracted groundwater with the capability to chlorinate the treated groundwater, the collection pipelines from the extraction wells to the treatment plant, and the transmission pipeline from the treatment plant to the Point of Delivery in accordance with the Remedial Action Work Plan.

d. Settling Work Defendants shall also repair or rehabilitate the existing transmission pipeline or construct a new transmission pipeline from the Point of Delivery to the City's Grandview Pumping Station Reservoir; provided, however, that if the City performs such repair or rehabilitation pursuant to the Settlement Agreement (Appendix J to this Consent Decree), this obligation may be satisfied by the City. The City shall design and construct the blending water facility and a 16" diameter pipeline, ammonia feed system and related improvements to the Grandview Pumping Station.

12. Operation and Maintenance

a. Settling Work Defendants shall be responsible for Operation and Maintenance of the Upstream Facilities, in

1 accordance with the Operation and Maintenance Plan, so that the  
2 Performance Standards are achieved, commencing with the System  
3 Operation Date until the date which is four months after the  
4 System Operation Date, provided that Settling Work Defendants  
5 meet their obligations under this Paragraph to fund the City's  
6 Operation and Maintenance of the Upstream Facilities thereafter.  
7 If Settling Work Defendants do not meet their obligations under  
8 this Paragraph to fund the City's Operation and Maintenance of  
9 the Upstream Facilities, Settling Work Defendants and not the  
10 City shall be responsible for Operation and Maintenance of the  
11 Upstream Facilities.

12 b. Except as provided in Paragraph 12.a, the City shall be  
13 responsible for Operation and Maintenance of the Upstream  
14 Facilities in accordance with the Operation and Maintenance Plan,  
15 so that the Performance Standards are achieved, until EPA has  
16 issued a Certification of Completion of the Work pursuant to  
17 Paragraph 51 of this Consent Decree. The City shall also be  
18 responsible for operating and maintaining the facilities it has  
19 constructed pursuant to the MOA or this Consent Decree until EPA  
20 has issued a Certification of Completion of the Work pursuant to  
21 Paragraph 51 of this Consent Decree.

22 c. Funding Obligations

23 i. Except as set forth below, Section 10 of the  
24 Settlement Agreement (Appendix J to this Consent Decree) is  
25 hereby incorporated in this Consent Decree as if fully set forth.  
26 For the purposes of this Consent Decree, Settling Work Defendants  
27 shall be responsible for ensuring that the LLC, as defined in the  
28 Settlement Agreement, fulfills the LLC's obligations under  
Section 10 of the Settlement Agreement to fund the Operation and

1 Maintenance by the City of the Upstream Facilities. If the LLC  
2 fails to fulfill its obligations under Section 10 of the  
3 Settlement Agreement, Settling Work Defendants shall be  
4 responsible for fulfilling those obligations. The City shall be  
5 responsible for funding the remainder of costs associated with  
6 the Operation and Maintenance of the Upstream Facilities and for  
7 the costs of funding the Operation and Maintenance of the  
8 Downstream Facilities.

9 ii. It is hereby agreed by and between the Settling  
10 Defendants, on behalf of the LLC, and the City that Section 10.10  
11 of the Settlement Agreement (Appendix J to this Consent Decree)  
12 is clarified to provide, in addition to other matters stated  
13 therein, that, in the event it is determined by EPA that,  
14 notwithstanding compliance with the other requirements of the  
15 Settlement Agreement, operation and maintenance of the facilities  
16 constructed pursuant to this Consent Decree is likely to  
17 terminate due to the absence of adequate funding, EPA may require  
18 that the Settling Work Defendants, on behalf of the LLC, provide  
19 funding relative to the Upstream Facilities and that the City  
20 provide funding relative to the Downstream Facilities in an  
21 amount EPA determines is adequate to assure continuation of the  
22 operation and maintenance activities required by the Decree. If  
23 such funding is to be provided by the Settling Work Defendants,  
24 the funding shall be added to the Annual Budget and the O&M Trust  
25 Account on the schedule required by EPA. The City, the Settling  
26  
27  
28

1 Work Defendants or both may, pursuant to Section XIX (Dispute  
2 Resolution) of this Decree, challenge the reasonableness of the  
3 schedule or amount of funding required by EPA, and the LLC or the  
4 City may submit the issue of whether the non-funding party should  
5 be required to reimburse such expense to dispute resolution under  
6 Section 10.18 of the Settlement Agreement. During the pendency  
7 of any such challenge or dispute resolution proceeding, the City  
8 and the Settling Work Defendants, on behalf of the LLC, shall  
9 continue to fund operation and maintenance in the manner directed  
10 by EPA pursuant to this Paragraph. Nothing in this clarification  
11 is intended to relieve the LLC or the City of any other funding  
12 obligation set forth in the Settlement Agreement.

13 d. Settling Work Defendants or the City may discharge  
14 extracted water to any off-site conveyance(s) leading to any  
15 Publicly Owned Treatment Works (POTW), or to any offsite  
16 conveyance(s) leading to any water(s) of the United States, for a  
17 period of up to five (not necessarily consecutive) days during  
18 any month, if the water is not accepted by the City at the Point  
19 of Delivery, provided that the following requirements are met for  
20 such discharge:

21 i. All substantive and procedural requirements  
22 applicable to such discharge at the time of such discharge shall  
23 be met, including any limits on the quantity of water to be  
24 discharged;

25 ii. The total combined amount of any discharge(s) of  
26 extracted water to any off-site conveyance(s) leading to any  
27 POTWs at any time shall not exceed 5000 gpm; and

28 iii. The total combined amount of extracted water  
discharged to any off-site conveyance(s) leading to any water(s)

of the United States at any time shall not exceed 5000 gpm.

1 e. Settling Work Defendants or the City may discharge  
2 development and purge water from wells to any off-site  
3 conveyance(s) leading to any POTWs or any water(s) of the United  
4 States, provided that any such discharge is in compliance with  
5 all substantive and procedural requirements applicable to such  
6 discharge at the time of such discharge. Water discharged  
7 pursuant to this Paragraph shall not be included in the limits on  
8 the amount of water allowed to be discharged pursuant to  
9 Paragraph 12.d.

10 13. Performance Standards

11 a. The Upstream Facilities shall achieve the following  
12 standards during Operation and Maintenance: As specified in the  
13 Glendale RODs and the Final Design Report, and as set forth in  
14 the SOW, 5000 gpm of groundwater shall be extracted and treated  
15 to meet federal or State MCLs (whichever are more stringent) for  
16 VOCs in effect on June 1, 1999 and all other treatment standards  
17 specified in the Glendale RODs except for nitrates.

18 b. The treated groundwater shall be chlorinated and  
19 delivered to the Point of Delivery, and the City shall accept the  
20 treated groundwater at the Point of Delivery, disinfect the  
21 treated groundwater with ammonia or another suitable disinfectant  
22 in accordance with accepted practice, blend the treated  
23 groundwater to meet the MCL for nitrates, and deliver the blended  
24 water into the City's potable water supply system.

25 c. Acceptance of the groundwater by the City shall consist  
26 of ensuring the physical movement of treated groundwater that is  
27 delivered to the Point of Delivery to the first measurable point  
28 beyond the Point of Delivery.

1 d. During shakedown and the first four months after the  
2 System Operation Date, the Settling Work Defendants shall be  
3 responsible for assuring that the Upstream Facilities meet the  
4 applicable Performance Standards, and the City shall be  
5 responsible for assuring that the Downstream Facilities meet the  
6 applicable Performance Standards. After the first four months  
7 after the System Operation Date, and subject to the Settling Work  
8 Defendants meeting their obligations under Paragraph 12.c, the  
9 City shall be responsible for assuring that both the Upstream  
10 Facilities and Downstream Facilities meet such Performance  
11 Standards.

12 e. Operation and Maintenance of the Upstream Facilities  
13 shall be conducted in such a way as to ensure that failure to  
14 attain all primary and secondary drinking water standards in  
15 effect at the time (other than the MCL for nitrates) at the Point  
16 of Delivery, regardless of when any such standards were  
17 promulgated, shall result in the immediate and, in all cases  
18 where possible, automatic shut-down of the Upstream Facilities,  
19 unless EPA authorizes otherwise. Such a shut-down shall not, in  
20 and of itself, release Settling Work Defendants or the City from  
21 any other requirement of this Consent Decree.

22 f. Unless otherwise excused by this Consent Decree, the  
23 City shall accept all treated groundwater delivered to the Point  
24 of Delivery that satisfies the requirements set forth in  
25 Paragraph 13.e.

26 (1) If the treated groundwater delivered to the Point  
27 of Delivery does not meet the requirements of Paragraph 13.e and  
28 cannot be made to meet those requirements without modifying the  
Upstream Facilities or changing their operation, Settling Work

1 Defendants and the City shall not be obligated to deliver and the  
2 City shall not be obligated to accept the treated groundwater  
3 until and unless such modifications or changes are made and the  
4 treated groundwater meets the standards set forth in Paragraph  
5 13.e.

6 (2) If the treated groundwater delivered to the Point  
7 of Delivery cannot be blended by the City to attain the MCL for  
8 nitrates without modifying the Downstream Facilities or changing  
9 their operation, the Settling Work Defendants and the City shall  
10 not be obligated to deliver and the City shall not be obligated  
11 to accept the treated groundwater until and unless such  
12 modifications or changes are made and the treated groundwater  
13 meets the MCL for nitrates.

14 g. The Parties anticipate that the City will continue with  
15 operation and maintenance of all or some of the Upstream  
16 Facilities, blending facility and related appurtenances after the  
17 Work required by the Glendale RODs is completed. If the City  
18 decides not to continue such operation and maintenance, in whole  
19 or in part, and if required by EPA, the City shall dismantle and  
20 de-commission the Upstream Facilities and/or the blending  
21 facility and related appurtenances, or the portion of such  
22 facilities that the City decides not to continue to operate and  
23 maintain upon issuance by EPA of a Certification of Completion of  
24 the Work pursuant to Paragraph 51 of this Consent Decree.

25 14. New Standards

26 Subject to EPA's rights pursuant to Paragraph 15  
27 (Modification of the SOW or Related Work Plans) and Plaintiffs'  
28 rights pursuant to Section XXI of this Consent Decree (Covenants  
Not to Sue By Plaintiffs -- Reservation of Rights), Settling Work

1 Defendants and the City shall not be obligated to meet the  
2 requirements of Paragraph 13, except for the requirements of  
3 Paragraph 13.e, if a new drinking water standard is promulgated  
4 after June 1, 1999, EPA has identified such standard as relevant  
5 and appropriate for the treated groundwater and necessary to  
6 protect public health or the environment, and such standard  
7 cannot be met without modifying the Upstream Facilities or  
8 changing their operation.

9 15. Modification of the SOW or Related Work Plans

10 a. If EPA determines that modification to the work  
11 specified in the SOW or in work plans developed pursuant to the  
12 SOW or the MOA is necessary to achieve and maintain the  
13 Performance Standards or to carry out and maintain the  
14 effectiveness of the interim remedies set forth in the Glendale  
15 RODs, EPA may require that such modification be incorporated in  
16 the SOW and/or such work plans. Provided, however, that a  
17 modification may only be required pursuant to this Paragraph to  
18 the extent that it is consistent with the scope of the remedies  
19 selected in the Glendale RODs.

20 b. For the purposes of this Paragraph and Paragraphs 50.a  
21 and 51.a only, the "scope of the remedies selected in the RODs"  
22 is the implementation of the Glendale North and South OUs  
23 selected interim remedies as set forth in the Glendale RODs.

24 c. If Settling Defendants or the City object to any  
25 modification determined by EPA to be necessary pursuant to this  
26 Paragraph, they may seek dispute resolution pursuant to Section  
27 XIX (Dispute Resolution), Paragraph 68 (Record Review). The SOW  
28 and/or related work plans shall be modified in accordance with  
final resolution of the dispute.

1 d. Settling Defendants or the City shall implement any work  
2 required by any modifications incorporated in the SOW and/or in  
3 work plans developed pursuant to the SOW or the MOA in accordance  
4 with this Paragraph; provided, however, that the City shall not  
5 be required pursuant to this Paragraph to fund or perform any  
6 work on the Upstream Facilities.

7 e. Nothing in this Paragraph shall be construed to limit  
8 EPA's authority to require performance of further response  
9 actions as otherwise provided in this Consent Decree.

10 16. Settling Defendants and the City acknowledge and agree that  
11 nothing in this Consent Decree, the SOW, the MOA or the Remedial  
12 Design or Remedial Action Work Plans constitutes a warranty or  
13 representation of any kind by Plaintiffs that compliance with the  
14 work requirements set forth in those documents will achieve the  
15 Performance Standards.

16 17. Whichever is performing the Work, Settling Work Defendants  
17 or the City shall, prior to any off-Site shipment of Waste  
18 Material from the Site to an out-of-state waste management  
19 facility, provide written notification to the appropriate state  
20 environmental official in the receiving facility's state and to  
21 the EPA Project Coordinator of such shipment of Waste Material.  
22 However, this notification requirement shall not apply to any  
23 off-Site shipments when the total volume of all such shipments  
24 will not exceed 10 cubic yards.

25 a. The Settling Work Defendants or the City shall include  
26 in the written notification the following information, where  
27 available: (1) the name and location of the facility to which  
28 the Waste Material is to be shipped; (2) the type and quantity of  
the Waste Material to be shipped; (3) the expected schedule for

1 the shipment of the Waste Material; and (4) the method of  
2 transportation. The Settling Work Defendants or the City shall  
3 notify the state in which the planned receiving facility is  
4 located of major changes in the shipment plan, such as a decision  
5 to ship the Waste Material to another facility within the same  
6 state, or to a facility in another state.

7 b. The identity of the receiving facility and state will be  
8 determined by the Settling Work Defendants or the City following  
9 the award of the contract for Remedial Action construction. The  
10 Settling Work Defendants or the City shall provide the  
11 information required by Paragraph 15.a as soon as practicable  
12 after the award of the contract and before the Waste Material is  
13 actually shipped.

#### 14 VII. REMEDY REVIEW

15 18. Periodic Review. Settling Defendants shall conduct any  
16 studies and investigations requested by EPA, in order to permit  
17 EPA to conduct reviews of whether the Remedial Action is  
18 protective of human health and the environment, at least every  
19 five years as required by Section 121(c) of CERCLA and any  
20 applicable regulations. The City and Settling Defendants shall  
21 coordinate and cooperate with each other in connection with any  
22 such studies or investigations.

23 19. EPA Selection of Further Response Actions. If EPA  
24 determines, at any time, that the Remedial Action is not  
25 protective of human health and the environment, EPA may select  
26 further response actions for the Site in accordance with the  
27 requirements of CERCLA and the NCP.

28 20. Opportunity To Comment. Settling Defendants and the City,  
and, if required by Sections 113(k)(2) or 117 of CERCLA, 42

U.S.C. §§ 9613(k)(2), 9617, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c), 42 U.S.C. § 9621(c) of CERCLA and to submit written comments for the record during the comment period.

21. Settling Defendants' and the City's Obligation To Perform Further Response Actions. If EPA selects further response actions for the Site, the Settling Defendants or the City shall, if requested by EPA to do so, undertake such further response actions to the extent that the reopener conditions in Paragraph 81 or Paragraph 82 (United States' Reservations of Rights Based on Unknown Conditions or New Information) are satisfied; provided, however, that the City's obligations, if any, pursuant to this Paragraph, shall be limited to further response actions with respect to the Downstream Facilities. Settling Defendants or the City may invoke the procedures set forth in Section XIX (Dispute Resolution) to dispute (1) EPA's determination that the reopener conditions of Paragraph 81 or Paragraph 82 of Section XXI (Covenants Not To Sue by Plaintiffs) are satisfied, (2) EPA's determination that the Remedial Action is not protective of human health and the environment, or (3) EPA's selection of such further response actions at the Site. Disputes pertaining to whether the Remedial Action is protective or to EPA's selection of such further response actions shall be resolved pursuant to Paragraph 68 (Record Review).

22. Submissions of Plans. If Settling Defendants or the City is required to perform the further response actions pursuant to Paragraph 21, that Party shall submit a plan for such work to EPA for approval in accordance with the procedures set forth in

1 Section VI (Performance of the Work by Settling Work Defendants  
2 and the City) and shall implement the plan approved by EPA in  
3 accordance with the provisions of this Decree.

4 VIII. QUALITY ASSURANCE, SAMPLING, and DATA ANALYSIS

5 23. Settling Work Defendants and the City shall use quality  
6 assurance, quality control, and chain of custody procedures for  
7 all treatability, design, compliance and monitoring samples in  
8 accordance with "EPA Requirements for Quality Assurance Project  
9 Plans for Environmental Data Operation," (EPA QA/R5), "Preparing  
10 Perfect Project Plans," (EPA /600/9-88/087), and subsequent  
11 amendments to such guidelines upon notification by EPA to  
12 Settling Work Defendants and the City of such amendments.  
13 Amended guidelines shall apply only to procedures conducted after  
14 such notification. Prior to the commencement of any monitoring  
15 project under this Consent Decree, Settling Work Defendants and  
16 the City shall submit to EPA for approval, after a reasonable  
17 opportunity for review and comment by DTSC, a Quality Assurance  
18 Project Plan ("QAPP") that is consistent with the SOW, the NCP  
19 and applicable guidance documents. With respect to the  
20 Downstream Facilities, the City may address the requirements for  
21 the QAPP in its OSAP. These requirements include the relevant  
22 information with respect to nitrates and sampling for all other  
23 constituents, which shall comply with DHS regulations. If  
24 relevant to the proceeding, the Parties agree that validated  
25 sampling data generated in accordance with the QAPP(s) and  
26 reviewed and approved by EPA shall be admissible as evidence,  
27 without objection, in any proceeding under this Consent Decree.  
28 Settling Work Defendants and the City shall ensure that EPA and  
DTSC personnel and their authorized representatives are allowed

access at reasonable times to all laboratories utilized by Settling Work Defendants and the City in implementing this Consent Decree. In addition, Settling Work Defendants and the City shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Work Defendants and the City shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods that are documented in the "Contract Lab Program Statement of Work for Inorganic Analysis" and the "Contract Lab Program Statement of Work for Organic Analysis," dated February 1988, and any amendments made thereto during the course of the implementation of this Consent Decree. Settling Work Defendants and the City shall ensure that all laboratories they use for analysis of samples taken pursuant to this Consent Decree participate in an EPA or EPA-equivalent QA/QC program. Settling Work Defendants and the City shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Consent Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

24. Upon request, the Settling Work Defendants and the City shall allow split or duplicate samples to be taken by EPA and DTSC or their authorized representatives. Settling Work Defendants and the City shall notify EPA and DTSC not less than 28 (twenty-eight) days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and DTSC shall have the right to take any additional samples

1 that EPA or DTSC deems necessary. Upon request, EPA and DTSC  
2 shall allow the Settling Work Defendants and the City to take  
3 split or duplicate samples of any samples they take as part of  
4 the Plaintiffs' oversight of the Settling Work Defendants and the  
5 City's implementation of the Work.

6 25. Settling Work Defendants and the City shall submit to EPA  
7 and DTSC two (2) copies of the results of all sampling and/or  
8 tests or other data obtained or generated by or on behalf of  
9 Settling Work Defendants or the City with respect to the Site  
10 and/or the implementation of this Consent Decree unless EPA  
11 agrees otherwise. At their request, EPA will provide to the  
12 Settling Work Defendants and the City results of analyses  
13 conducted by EPA pursuant to Section VII (Remedy Review).

14 26. Notwithstanding any provision of this Consent Decree, the  
15 United States and DTSC hereby retain all of their information  
16 gathering and inspection authorities and rights, including  
17 enforcement authorities related thereto, under CERCLA, RCRA and  
18 any other applicable statutes or regulations.

19 IX. ACCESS

20 27. Commencing upon the date of entry of this Consent Decree,  
21 the Settling Defendants and the City agree to provide the United  
22 States, DTSC, and their representatives, including EPA and its  
23 contractors, access at all reasonable times to the Site and any  
24 other property to which access is required for the implementation  
25 of this Consent Decree, to the extent access to such property is  
26 controlled by Settling Defendants or the City, for the purposes  
27 of conducting any activity related to this Consent Decree  
28 including, but not limited to:

- a. Monitoring the Work;

b. Verifying any data or information submitted to EPA, DTSC or any other State agency;

1 c. Conducting investigations relating to contamination  
2 at or near the Site;

3 d. Obtaining samples;

4 e. Assessing the need for, planning, or implementing  
5 additional response actions at or near the Site;

6 f. Inspecting and copying records, operating logs,  
7 contracts, or other documents maintained or generated by Settling  
8 Defendants, the City, or their agents, consistent with Section  
9 XXIV (Access to Information); and

10 g. Assessing Settling Defendants' or the City's  
11 compliance with this Consent Decree.

12 28. Except to the extent Plaintiffs deem necessary to protect  
13 human health or the environment, Plaintiffs will provide the  
14 affected Settling Defendants and the City with twenty-four (24)  
15 hours' notice prior to entry to properties accessed pursuant to  
16 this Consent Decree. In exercising their rights to access under  
17 this Paragraph, Plaintiffs shall to the extent practicable not  
18 unreasonably interfere with the Settling Defendants' or the  
19 City's business activities. However, nothing in this Paragraph  
20 shall provide Settling Defendants, or any of them, or the City  
21 with any claim or cause of action whatsoever against Plaintiffs,  
22 including without limitation any claim for injunctive relief. In  
23 addition, it shall not constitute an unreasonable interference  
24 for Plaintiffs to take any action they deem necessary to avoid  
25 endangerment to human health or the environment or to respond to  
26 an emergency.

27 29. To the extent that the Site or any other property to which  
28

1 access is required for the implementation of this Consent Decree  
2 is owned or controlled by persons other than Settling Defendants  
3 or the City, Settling Defendants shall use best efforts to secure  
4 from such persons access for Settling Work Defendants or the  
5 City, as well as for EPA and DTSC and their representatives,  
6 including, but not limited to, their contractors, as necessary to  
7 effectuate this Consent Decree. For purposes of this Paragraph,  
8 "best efforts" include the payment of reasonable sums of money in  
9 consideration of access. The City shall coordinate and cooperate  
10 with Settling Defendants in such efforts. If any access required  
11 to complete the Work is not obtained by the date of entry of this  
12 Consent Decree, or within 45 (forty-five) days of the date EPA  
13 notifies the Settling Defendants in writing that additional  
14 access beyond that previously secured is necessary, Settling Work  
15 Defendants shall promptly notify the United States in writing and  
16 shall include in that notification a summary of the steps  
17 Settling Defendants or the City has taken to attempt to obtain  
18 access. The United States or DTSC may, as they deem appropriate,  
19 assist Settling Defendants in obtaining access. Settling  
20 Defendants shall reimburse the United States or DTSC, in  
21 accordance with the procedures in Section XVI (Reimbursement of  
22 Response Costs), for all costs incurred by the United States or  
23 DTSC in obtaining access.

24 30. Notwithstanding any provision of this Consent Decree, the  
25 United States and DTSC retain all of their access authorities and  
26 rights, including enforcement authorities related thereto, under  
27 CERCLA, RCRA and any other applicable statutes or regulations.

28 X. REPORTING REQUIREMENTS

31. In addition to any other requirement of this Consent Decree,

1 Settling Work Defendants and the City, when they are operating  
2 and maintaining the Upstream Facilities or the Downstream  
3 Facilities during the applicable reporting period, shall submit  
4 to EPA, DTSC, DHS and the RWQCB two (2) copies of written  
5 progress reports that:

6 a. describe the actions that have been taken toward  
7 achieving compliance with this Consent Decree during the current  
8 reporting period;

9 b. include all results of sampling and tests and all other  
10 data received or generated pursuant to this Consent Decree by  
11 Settling Work Defendants, the City, or their contractors or  
12 agents in the current reporting period;

13 c. identify all work plans, plans and other deliverables  
14 required by this Consent Decree and completed and submitted  
15 during the current reporting period;

16 d. describe all actions, including, but not limited to,  
17 data collection and implementation of work plans that are  
18 scheduled for the next reporting period, and provide other  
19 information relating to the progress of construction, including,  
20 but not limited to, critical path diagrams, Gantt charts and Pert  
21 charts;

22 e. include information regarding percentage of completion,  
23 unresolved delays encountered or anticipated that may affect the  
24 future schedule for implementation of the Work, and a description  
25 of efforts made to mitigate those delays or anticipated delays;

26 f. include any modifications to the work plans or other  
27 schedules that Settling Work Defendants or the City has proposed  
28 to EPA or that have been approved by EPA pursuant to this Consent  
Decree; and

1 g. describe all activities undertaken in support of the  
Community Relations Plan during the current reporting period and  
those to be undertaken in the next reporting period.

2 h. Settling Work Defendants and the City shall submit these  
3 progress reports to EPA, DTSC, DHS and the RWQCB with the  
4 frequency described in Paragraph 31.i, following the entry of  
5 this Consent Decree until EPA notifies the Settling Work  
6 Defendants and the City pursuant to Paragraph 51.b of Section XIV  
7 (Certification of Completion of the Work). If requested by EPA  
8 or DTSC, Settling Work Defendants and the City shall also provide  
9 briefings for EPA, DTSC or other state agencies to discuss the  
10 progress of the Work. The City and Settling Work Defendants  
11 shall coordinate and cooperate with each other in the preparation  
12 and submission of such reports and briefings.

13 i. The Progress Reports shall be submitted with the  
14 following frequency:

15 (a) Monthly from the entry of this Consent Decree  
16 until the Remedial Action and two years of Operation and  
17 Maintenance are complete;

18 (b) Quarterly from completion of the first two years  
19 of Operation and Maintenance. However, EPA may change quarterly  
20 reporting to monthly reporting during this period as EPA deems  
21 appropriate;

22 (c) Monthly during the last year of Operation and  
23 Maintenance.

24 32. The Settling Work Defendants or the City shall notify EPA of  
25 any change in schedule described in a progress report for the  
26 performance of any activity, including, but not limited to, data  
27 collection and implementation of work plans, no later than seven  
28

days prior to the performance of the activity.

1 33. Upon the occurrence of any event during performance of the  
2 Work that Settling Work Defendants or the City is required to  
3 report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or  
4 Section 304 of the Emergency Planning and Community Right-to-Know  
5 Act (EPCRA), 42 U.S.C. § 11004, Settling Work Defendants or the  
6 City shall within 24 (twenty-four) hours of the onset of such  
7 event orally notify the EPA Project Coordinator or the Alternate  
8 EPA Project Coordinator (in the event of the unavailability of  
9 the EPA Project Coordinator), or, in the event that neither the  
10 EPA Project Coordinator nor the Alternate EPA Project Coordinator  
11 is available, the Emergency Response Section, Region IX, United  
12 States Environmental Protection Agency. These reporting  
13 requirements are in addition to the reporting required by CERCLA  
14 Section 103 or EPCRA Section 304.

15 34. Within 20 (twenty) days of the onset of such an event,  
16 Settling Work Defendants or the City shall furnish to EPA and  
17 DTSC a written report, signed by the Settling Work Defendants' or  
18 the City's Project Coordinator, setting forth the events that  
19 occurred and the measures taken, and to be taken, in response  
20 thereto. Within 30 (thirty) days of the conclusion of such an  
21 event, Settling Work Defendants or the City shall submit a report  
22 setting forth all actions taken in response thereto.

23 35. Settling Work Defendants or the City shall submit two (2)  
24 copies of all plans, reports, and data required by the SOW, the  
25 Remedial Action Work Plan, or any other approved plans to EPA in  
26 accordance with the schedules set forth in such plans. Settling  
27 Work Defendants and the City shall simultaneously submit two (2)  
28 copies of all such plans, reports and data to DTSC, DHS and the

RWQCB.

36. All reports and other documents submitted by Settling Work Defendants or the City to EPA (other than the progress reports referred to above) that purport to document Settling Work Defendants' or the City's compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Work Defendants or the City, as applicable.

XI. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

37. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by DTSC, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Settling Work Defendants or the City modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Settling Work Defendants or the City at least one notice of deficiency and an opportunity to cure within 30 (thirty) days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

38. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 37(a), (b), or (c), Settling Work Defendants or the City shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the

1 Dispute Resolution procedures set forth in Section XIX (Dispute  
2 Resolution) with respect to the modifications or conditions made  
3 by EPA. In the event that EPA modifies the submission to cure  
4 the deficiencies pursuant to Paragraph 37(c) and the submission  
5 has a material defect, EPA retains its right to seek stipulated  
6 penalties, as provided in Section XX (Stipulated Penalties).  
7 39.

8 a. Upon receipt of a notice of disapproval pursuant to  
9 Paragraph 37(d), Settling Work Defendants or the City shall,  
10 within 30 (thirty) days or such longer time as specified by EPA  
11 in such notice, correct the deficiencies and resubmit the plan,  
12 report, or other item for approval. Any stipulated penalties  
13 applicable to the submission, as provided in Section XX  
14 (Stipulated Penalties), shall accrue during the 30-day period or  
15 otherwise specified period but shall not be payable unless the  
16 resubmission is disapproved or modified due to a material defect  
17 as provided in Paragraphs 40-42.

18 b. Notwithstanding the receipt of a notice of disapproval  
19 pursuant to Paragraph 37(d), Settling Work Defendants or the City  
20 shall proceed, at the direction of EPA, to take any action  
21 required by any non-deficient portion of the submission.

22 Implementation of any non-deficient portion of a submission shall  
23 not relieve Settling Work Defendants or the City of any liability  
24 for stipulated penalties under Section XX (Stipulated Penalties).

25 40. In the event that a resubmitted plan, report or other item,  
26 or portion thereof, is disapproved by EPA, EPA may again require  
27 the Settling Work Defendants or the City to correct the  
28 deficiencies, in accordance with the preceding Paragraphs. EPA  
also retains the right to modify or develop the resubmitted plan,

1 report or other item. Settling Work Defendants or the City shall  
2 implement any such plan, report, or item as modified or developed  
3 by EPA, subject only to their right to invoke the procedures set  
4 forth in Section XIX (Dispute Resolution).

5 41. If upon resubmission, a plan, report, or item is disapproved  
6 or modified by EPA due to a material defect, Settling Work  
7 Defendants or the City shall be deemed to have failed to submit  
8 such plan, report, or item timely and adequately unless the  
9 Settling Work Defendants or the City invokes the dispute  
10 resolution procedures set forth in Section XIX (Dispute  
11 Resolution) and EPA's action is overturned pursuant to that  
12 Section. The provisions of Section XIX (Dispute Resolution) and  
13 Section XX (Stipulated Penalties) shall govern the implementation  
14 of the Work and accrual and payment of any stipulated penalties  
15 during Dispute Resolution. If EPA's disapproval or modification  
16 is upheld, stipulated penalties shall accrue for such violation  
17 from the date on which the initial submission was originally  
18 required, as provided in Section XX (Stipulated Penalties).

19 42. All plans, reports, and other items required to be submitted  
20 to EPA under this Consent Decree shall, upon approval or  
21 modification by EPA, be enforceable under this Consent Decree.  
22 In the event EPA approves or modifies a portion of a plan,  
23 report, or other item required to be submitted to EPA under this  
24 Consent Decree, the approved or modified portion shall be  
25 enforceable under this Consent Decree.

26 XII. PROJECT COORDINATORS

27 43. Within 20 (twenty) days of entry of this Consent Decree,  
28 Settling Work Defendants, the City, DTSC and EPA will notify each  
other, in writing, of the name, address and telephone number of

1 their respective designated Project Coordinators and Alternate  
2 Project Coordinators if their respective designated Project  
3 Coordinators and/or Alternate Project Coordinators have changed.  
4 If a Project Coordinator or Alternate Project Coordinator  
5 initially designated subsequently is changed, the identity of the  
6 successor will be given to the other Parties at least 5 (five)  
7 working days before the changes occur, unless impracticable, but  
8 in no event later than the actual day the change is made. The  
9 Settling Work Defendants' Project Coordinator and the City's  
10 Project Coordinator shall be subject to disapproval by EPA and  
11 shall have the technical expertise sufficient to adequately  
12 oversee all aspects of the Work. The Settling Work Defendants'  
13 and the City's Project Coordinators shall not be an attorney  
14 representing any of the Settling Defendants or the City in this  
15 matter. He or she may assign other representatives, including  
16 other contractors, to serve as a Site representative for  
17 oversight of performance of daily operations during remedial  
18 activities.

19 44. Plaintiffs may designate other representatives, including,  
20 but not limited to, EPA and State employees, and federal and  
21 State contractors and consultants, to observe and monitor the  
22 progress of any activity undertaken pursuant to this Consent  
23 Decree. EPA's Project Coordinator and Alternate Project  
24 Coordinator shall have the authority lawfully vested in a  
25 Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC)  
26 by the NCP. In addition, EPA's Project Coordinator or Alternate  
27 Project Coordinator shall have authority, consistent with the  
28 NCP, to halt any Work required by this Consent Decree and to take  
any necessary response action when he or she determines that

1 conditions at the Site constitute an emergency situation or may  
2 present an immediate threat to public health or welfare or the  
3 environment due to release or threatened release of Waste  
4 Material.

5 45. EPA's Project Coordinator, the Settling Work Defendants'  
6 Project Coordinator, and the City's Project Coordinator will  
7 meet, at a minimum, on a monthly basis, or as otherwise  
8 determined appropriate by EPA's Project Coordinator.

9 XIII. ASSURANCE OF ABILITY TO COMPLETE WORK

10 46. Within 30 (thirty) days of entry of this Consent Decree,  
11 Settling Work Defendants shall establish and maintain financial  
12 security in the amount of \$ 85 million dollars in one or more of  
13 the following forms:

- 14 a. A surety bond guaranteeing performance of the Work;
- 15 b. One or more irrevocable letters of credit equaling the  
16 total estimated cost of the Work;
- 17 c. A trust fund;
- 18 d. A guarantee to perform the Work by one or more parent  
19 corporations or subsidiaries, or by one or more unrelated  
20 corporations that have a substantial business relationship with  
21 at least one of the Settling Work Defendants;
- 22 e. A demonstration that one or more of the Settling Work  
23 Defendants satisfy the requirements of 40 C.F.R. Part 264.143(f);  
24 or
- 25 f. A demonstration by one or more of the Settling Work  
26 Defendants through submittal of its annual report on Form 10-K  
27 filed with the Securities and Exchange Commission, that it  
28 possesses the requisite financial ability to assure completion of  
the Work.

1 47. If the Settling Work Defendants seek to demonstrate the  
2 ability to complete the Work through a guarantee by a third party  
3 pursuant to Paragraph 46.d of this Consent Decree, Settling Work  
4 Defendants shall demonstrate that the guarantor satisfies the  
5 requirements of 40 C.F.R. Part 264.143(f). If Settling Work  
6 Defendants seek to demonstrate their ability to complete the Work  
7 by means of the financial test or the corporate guarantee  
8 pursuant to Paragraph 46.d or e, they shall resubmit sworn  
9 statements conveying the information required by 40 C.F.R. Part  
10 264.143(f) annually, on the anniversary of the effective date of  
11 this Consent Decree. If Settling Work Defendants seek to  
12 demonstrate their ability to complete the work by means of the  
13 information submitted pursuant to Paragraph 46.f, they shall re-  
14 submit such information annually, on the anniversary of this  
15 Consent Decree, if EPA so requests. In the event that EPA, after  
16 a reasonable opportunity for review and comment by DTSC,  
17 determines at any time that the financial assurances provided  
18 pursuant to this Section are inadequate, Settling Work Defendants  
19 shall, within 30 (thirty) days of receipt of notice of EPA's  
20 determination, obtain and present to EPA for approval one of the  
21 other forms of financial assurance listed in Paragraph 46 of this  
22 Consent Decree. Settling Work Defendants' inability to  
23 demonstrate financial ability to complete the Work shall not  
24 excuse performance of any activities required under this Consent  
25 Decree.

26 48. If Settling Work Defendants can show that the estimated cost  
27 to complete the remaining Work has diminished below the amount  
28 set forth in Paragraph 46, above, after entry of this Consent  
Decree, Settling Work Defendants may, on any anniversary date of

entry of this Consent Decree, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Settling Work Defendants shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by EPA. In the event of a dispute, Settling Work Defendants may reduce the amount of the security in accordance with the final administrative or judicial decision resolving the dispute.

49. Settling Work Defendants may change the form of financial assurance provided under this Section at any time, upon notice to and written approval by EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Settling Work Defendants may change the form of the financial assurance only in accordance with the final administrative or judicial decision resolving the dispute.

XIV. CERTIFICATION OF COMPLETION

50. Completion of the Remedial Action

a. Within 90 (ninety) days after Settling Work Defendants and the City conclude that the Remedial Action has been fully performed and the Performance Standards for the Remedial Action have been attained, Settling Work Defendants and the City shall schedule and conduct a pre-certification inspection to be attended by Settling Work Defendants, EPA, the City and DTSC. If, after the pre-certification inspection, the Settling Work Defendants and the City still believe that the Remedial Action has been fully performed and the Performance Standards have been attained, they shall submit a written report requesting

1 certification to EPA for approval, with a copy to DTSC, pursuant  
2 to Section XI (EPA Approval of Plans and Other Submissions)  
3 within 30 (thirty) days of the inspection. In the report, a  
4 registered professional engineer and the Settling Work  
5 Defendants' and the City's Project Coordinators shall state that  
6 the Remedial Action has been completed in full satisfaction of  
7 the requirements of this Consent Decree. The written report  
8 shall include as-built drawings signed and stamped by a  
9 professional engineer. The report shall contain the following  
10 statement, signed by a responsible corporate official of a  
11 Settling Work Defendant and a municipal official of the City, or  
12 by the Settling Work Defendants' and the City's Project  
13 Coordinators:

14 To the best of my knowledge, after thorough  
15 investigation, I certify that the information  
16 contained in or accompanying this submission  
17 is true, accurate and complete. I am aware  
18 that there are significant penalties for  
19 submitting false information, including the  
20 possibility of fine and imprisonment for  
21 knowing violations.

22 If, after completion of the pre-certification inspection and  
23 receipt and review of the written report, EPA, after reasonable  
24 opportunity for review and comment by DTSC, determines that the  
25 Remedial Action or any portion thereof has not been completed in  
26 accordance with this Consent Decree or that the Performance  
27 Standards have not been achieved, EPA will notify Settling Work  
28 Defendants and the City in writing of the activities that must be  
undertaken by Settling Work Defendants or the City, as  
applicable, pursuant to this Consent Decree, to complete the  
Remedial Action and achieve the Performance Standards. Provided,  
however, that EPA may only require Settling Work Defendants or  
the City to perform activities pursuant to this Paragraph to the

1 extent that such activities are consistent with the "scope of the  
2 remedies selected in the RODs," as that term is defined in  
3 Paragraph 15.b, or if the remedy has been modified pursuant to  
4 Paragraph 15 (Modification of the SOW or Related Work Plans) or  
5 Section VII (Remedy Review) of this Consent Decree, consistent  
6 with the scope of the remedy as modified. EPA will set forth in  
7 the notice a schedule for performance of such activities  
8 consistent with the Consent Decree and the SOW or require the  
9 Settling Work Defendants or the City to submit a schedule to EPA  
10 for approval pursuant to Section XI (EPA Approval of Plans and  
11 Other Submissions). Settling Work Defendants or the City, as  
12 directed by EPA, shall perform all activities described in the  
13 notice in accordance with the specifications and schedules  
14 established pursuant to this Paragraph, subject to their right to  
15 invoke the dispute resolution procedures set forth in Section XIX  
16 (Dispute Resolution).

17 b. If EPA concludes, based on the initial or any subsequent  
18 report requesting Certification of Completion, and after a  
19 reasonable opportunity for review and comment by DTSC, that the  
20 Remedial Action has been performed in accordance with this  
21 Consent Decree and that the Performance Standards for the  
22 Remedial Action have been achieved, EPA will so certify in  
23 writing to Settling Work Defendants and the City. This  
24 certification shall constitute the Certification of Completion of  
25 the Remedial Action for purposes of this Consent Decree,  
26 including, but not limited to, Section XXI (Covenants Not to Sue  
27 by Plaintiffs). Certification of Completion of the Remedial  
28 Action shall not affect Settling Work Defendants' or the City's  
other obligations under this Consent Decree.

51. Completion of the Work

1 a. Within 90 (ninety) days after Settling Work Defendants  
2 conclude that all phases of the Work (including O&M) have been  
3 fully performed, which is anticipated to occur approximately  
4 twelve (12) years after the System Operation Date, Settling Work  
5 Defendants and the City shall schedule and conduct a  
6 pre-certification inspection to be attended by Settling Work  
7 Defendants, EPA, the City and DTSC. If, after the  
8 pre-certification inspection, the Settling Work Defendants and  
9 the City still believe that the Work has been fully performed,  
10 Settling Work Defendants and the City shall submit a written  
11 report by a registered professional engineer stating that the  
12 Work has been completed in full satisfaction of the requirements  
13 of this Consent Decree. The report shall contain the following  
14 statement, signed by a responsible corporate official of a  
15 Settling Work Defendant and municipal official of the City, or by  
16 the Settling Work Defendants' and the City's Project  
17 Coordinators:

18 To the best of my knowledge, after thorough  
19 investigation, I certify that the information  
20 contained in or accompanying this submission  
21 is true, accurate and complete. I am aware  
22 that there are significant penalties for  
23 submitting false information, including the  
24 possibility of fine and imprisonment for  
25 knowing violations.

26 If, after review of the written report, EPA, after reasonable  
27 opportunity for review and comment by DTSC, determines that any  
28 portion of the Work has not been completed in accordance with  
this Consent Decree, EPA will notify Settling Work Defendants and  
the City in writing of the activities that must be undertaken by  
Settling Work Defendants or the City pursuant to this Consent  
Decree to complete the Work. Provided, however, that EPA may

1 only require Settling Work Defendants or the City to perform such  
2 activities pursuant to this Paragraph to the extent that such  
3 activities are consistent with the "scope of the remedies  
4 selected in the RODs," as that term is defined in Paragraph 15.b,  
5 or if the remedy has been modified pursuant to Paragraph 15  
6 (Modification of the SOW or Related Work Plans) or Section VII  
7 (Remedy Review) of this Consent Decree, consistent with the scope  
8 of the remedy as modified. EPA will set forth in the notice a  
9 schedule for performance of such activities consistent with the  
10 Consent Decree and the SOW or require the Settling Work  
11 Defendants or the City to submit a schedule to EPA for approval  
12 pursuant to Section XI (EPA Approval of Plans and Other  
13 Submissions). Settling Work Defendants or the City shall perform  
14 all activities described in the notice in accordance with the  
15 specifications and schedules established therein, subject to  
16 their right to invoke the dispute resolution procedures set forth  
17 in Section XIX (Dispute Resolution).

18 b. If EPA concludes, based on the initial or any subsequent  
19 request for Certification of Completion by Settling Work  
20 Defendants and the City, and after a reasonable opportunity for  
21 review and comment by DTSC, that the Work has been performed in  
22 accordance with this Consent Decree, EPA will so notify the  
23 Settling Work Defendants and the City in writing. Settling Work  
24 Defendants' and the City's obligations for performance of the  
25 Work, except decommissioning of the Upstream Facilities, blending  
26 facility and related appurtenances, if required, shall be deemed  
27 to be satisfied upon issuance of the Certificate of Completion.  
28

XV. EMERGENCY RESPONSE

52. In the event of any action or occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Settling Work Defendants or the City, depending on which is performing the affected portion of the Work at the time, shall, subject to Paragraph 53, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Settling Work Defendants or the City shall notify the EPA Emergency Response Unit, Region IX. Settling Work Defendants or the City shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Settling Work Defendants or the City fails to take appropriate response action as required by this Section, and EPA or, as appropriate, DTSC takes such action instead, Settling Work Defendants or the City shall reimburse EPA and DTSC all costs of the response action not inconsistent with the NCP pursuant to Section XVI (Reimbursement of Response Costs).

53. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States, DTSC or the City: (a) to take all appropriate action to protect human

1 health and the environment or to prevent, abate, respond to, or  
2 minimize an actual or threatened release of Waste Material on,  
3 at, or from the Site; or (b) to direct or order such action, or  
4 seek an order from the Court, to protect human health and the  
5 environment or to prevent, abate, respond to, or minimize an  
6 actual or threatened release of Waste Material on, at, or from  
7 the Site, subject to Section XXI (Covenants Not to Sue by  
8 Plaintiffs).

9  
10 XVI. REIMBURSEMENT OF RESPONSE COSTS

11 54. Within 30 (thirty) days of the effective date of this  
12 Consent Decree, Settling Defendants shall:

13 a. Pay to the EPA Hazardous Substance Superfund in full and  
14 complete settlement of any claim for Past Response Costs  
15 \$ 5,202,839 (Site 09-1G, Glendale North OU), \$ 2,460,798 (Site  
16 09-1H, Glendale South OU), \$ 1,664,875 (Site N2, Glendale North  
17 and South OUs), \$ 3,938,437 (Site 59, Basin-Wide) and \$ 38,053.24  
18 (DOJ case number 90-11-2-442A) by FedWire Electronic Funds  
19 Transfer ("EFT" or wire transfer) to the U.S. Department of  
20 Justice account in accordance with current electronic funds  
21 transfer procedures, referencing U.S.A.O. file number 9702231,  
22 the EPA Region and Site/Spill ID #s 09-1G, 1H, N2, and 59, as  
23 applicable, and DOJ case number 90-11-2-442A. Payment shall be  
24 made in accordance with instructions provided to the Settling  
25 Defendants by the Financial Litigation Unit of the United States  
26 Attorney's Office for the Central District of California  
27 following entry of the Consent Decree. Any payments received by  
28 the Department of Justice after 4:00 P.M. (Eastern Time) will be  
credited on the next business day. Settling Defendants shall  
send notice that such payment has been made to the United States

as specified in Section XXVI (Notices and Submissions).

b. Pay to DTSC \$ 83,550 in the form of a certified check or checks or cashier's check or checks made payable to "Cashier, Department of Toxic Substances Control," in full and complete settlement of any claim for Past Response Costs. Such payments shall be forwarded to:

Department of Toxic Substances Control  
State of California  
Accounting Office  
400 P Street  
Sacramento, California 95814

Each payor shall send a transmittal letter with the check referencing the Glendale North and South Operable Units and the San Fernando Valley Area 2 Site. Each payor shall also send a copy of its check and transmittal letter to DTSC as specified in Section XXVI (Notices and Submissions).

55.

a. Settling Defendants shall reimburse the EPA Hazardous Substance Superfund for all Future Response Costs not inconsistent with the National Contingency Plan. The United States will send Settling Defendants a bill requiring payment that includes an Agency Financial Management System summary data (SCORES Report or the equivalent) and a summary of DOJ costs with similar documentation no more often than annually. Settling Defendants shall make all payments within 60 (sixty) days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 56. The Settling Defendants shall make all payments required by this Paragraph in the form of a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund" and referencing the EPA Region and Site/Spill ID # 09-1G, 1H, N2 or 59 as applicable, the

1 DOJ case number 90-11-2-442A, and the name and address of the  
2 Parties making payment. The Settling Defendants shall send the  
3 check(s) to

4 U.S. Environmental Protection Agency  
5 Region IX, Attn: Superfund Accounting  
6 P.O. Box 360863M  
7 Pittsburgh, PA 15251

8 and shall send copies of the check(s) to the United States as  
9 specified in Section XXVI (Notices and Submissions). Future  
10 Response Costs paid to EPA shall be placed in the Glendale  
11 Operable Units Special Account and used to conduct or finance the  
12 response actions at or in connection with the Glendale North and  
13 South OUs. Any balance remaining in the Glendale Operable Units  
14 Special Account at the completion of the response at or in  
15 connection with the Glendale North and South OUs shall be  
16 deposited in the EPA Hazardous Substance Superfund.

17 b. Settling Defendants shall reimburse DTSC for all State  
18 Future Response Costs not inconsistent with the NCP. DTSC will  
19 send Settling Defendants a bill requiring payment that includes  
20 an itemized cost summary on an annual basis. Settling Defendants  
21 shall make all payments within 60 (sixty) days of Settling  
22 Defendants' receipt of each bill requiring payment, except as  
23 otherwise provided in Paragraph 56. Settling Defendants shall  
24 make all payments to DTSC required by this Paragraph in the  
25 manner described in Paragraph 54.b.

26 56. Settling Defendants may contest payment of any Future  
27 Response Costs under Paragraph 55 if they determine that the  
28 United States or DTSC has made an accounting error or if they  
allege that a cost item that is included seeks costs that are  
inconsistent with the NCP. Such objection shall be made in  
writing within 60 (sixty) days of receipt of the bill and must be

1 sent to the United States (if the United States' accounting is  
2 being disputed) or DTSC (if DTSC's accounting is being disputed)  
3 pursuant to Section XXVI (Notices and Submissions). Any such  
4 objection shall specifically identify the contested Future  
5 Response Costs and the basis for objection. In the event of an  
6 objection, the Settling Defendants shall within the 60 (sixty)  
7 day period pay all uncontested Future Response Costs to the  
8 United States or DTSC in the manner described in Paragraph 55.a  
9 with respect to the United States or 54.b with respect to DTSC.  
10 Simultaneously, the Settling Defendants shall establish an  
11 interest-bearing escrow account in a federally-insured bank duly  
12 chartered in the State of California and remit to that escrow  
13 account funds equivalent to the amount of the contested Future  
14 Response Costs. The Settling Defendants shall send to the United  
15 States and DTSC, as provided in Section XXVI (Notices and  
16 Submissions), a copy of the transmittal letter and check paying  
17 the uncontested Future Response Costs, and a copy of the  
18 correspondence that establishes and funds the escrow account,  
19 including, but not limited to, information containing the  
20 identity of the bank and bank account under which the escrow  
21 account is established as well as a bank statement showing the  
22 initial balance of the escrow account. Simultaneously with  
23 establishment of the escrow account; the Settling Defendants  
24 shall initiate the Dispute Resolution procedures in Section XIX  
25 (Dispute Resolution). If the United States or DTSC prevails in  
26 the dispute, within 5 (five) days of the resolution of the  
27 dispute, the Settling Defendants shall pay the sums due (with  
28 accrued Interest) to the United States, or DTSC, if DTSC costs  
are disputed, in the manner described in Paragraph 55. If the

1 Settling Defendants prevail concerning any aspect of the  
2 contested costs, the Settling Defendants shall within 5 (five)  
3 days of the resolution of the dispute pay that portion of the  
4 costs (plus associated accrued Interest) owing to the United  
5 States, or to DTSC, if DTSC costs are disputed; Settling  
6 Defendants shall be disbursed any balance of the escrow account.  
7 Settling Defendants shall maintain the escrow account in  
8 accordance with the requirements of this Paragraph until all  
9 amounts owed to the United States or DTSC under this Paragraph  
10 are paid. The dispute resolution procedures set forth in this  
11 Paragraph in conjunction with the procedures set forth in Section  
12 XIX (Dispute Resolution) shall be the exclusive mechanisms for  
13 resolving disputes regarding the Settling Defendants' obligation  
14 to reimburse the United States and DTSC for their Future Response  
15 Costs.

16 57. In the event that the payments required by Paragraph 54 are  
17 not made within 30 (thirty) days of the Effective Date of this  
18 Consent Decree or the payments required by Paragraph 55 are not  
19 made within 60 (sixty) days of the Settling Defendants' receipt  
20 of the bill, or within 5 (five) days after resolution of a  
21 dispute pursuant to Paragraph 56 that results in a final  
22 determination that Settling Defendants owe costs to the United  
23 States or DTSC, Settling Defendants shall pay Interest on the  
24 unpaid balance. The Interest to be paid on Past Response Costs  
25 under this Paragraph shall begin to accrue 30 (thirty) days after  
26 the Effective Date of this Consent Decree. The Interest on  
27 Future Response Costs shall begin to accrue on the date the bill  
28 is due to be paid. The Interest shall accrue through the date of  
the Settling Defendants' payment. Payments of Interest made

under this Paragraph shall be in addition to such other remedies or sanctions as are available to Plaintiffs by virtue of Settling Defendants' failure to make timely payments under this Section. The Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraph 54 or 55, or as otherwise directed by the United States or DTSC, as applicable.

XVII. INDEMNIFICATION AND INSURANCE

58.

a. The United States and DTSC do not assume any liability by entering into this agreement or by virtue of any designation of Settling Defendants or the City as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). As described in Paragraphs 58.b and 58.c, Settling Defendants and the City shall indemnify, save and hold harmless the United States, DTSC, and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Defendants or the City, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Defendants or the City as EPA's authorized representatives under Section 104(e) of CERCLA. Further, as described in Paragraph 58.b and 58.c, the Settling Defendants and the City agree to pay the United States and DTSC all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United

1 States or DTSC based on negligent or other wrongful acts or  
2 omissions of Settling Defendants or the City, their officers,  
3 directors, employees, agents, contractors, subcontractors, and  
4 any persons acting on their behalf or under their control, in  
5 carrying out activities pursuant to this Consent Decree. Neither  
6 the United States nor DTSC shall be held out as a party to any  
7 contract entered into by or on behalf of Settling Defendants or  
8 the City in carrying out activities pursuant to this Consent  
9 Decree. Neither the Settling Defendants, the City nor any such  
10 contractor shall be considered an agent of the United States or  
11 DTSC.

12 b.

13 (1) Settling Defendants agree to indemnify and hold  
14 harmless the United States, DTSC, their officials, agents,  
15 employees, contractors, subcontractors or representatives for or  
16 from claims or causes of action arising from, or on account of,  
17 negligent or other wrongful acts or omissions of the Settling  
18 Defendants or the City, their officers, directors, employees,  
19 agents, contractors, subcontractors and any persons acting on  
20 their behalf or under their control, in carrying out activities  
21 with respect to the Upstream Facilities pursuant to the Consent  
22 Decree, and

23 (2) The City agrees to indemnify and hold harmless the  
24 United States, DTSC, their officials, agents, employees,  
25 contractors, subcontractors or representatives for or from claims  
26 or causes of action arising from, or on account of, negligent or  
27 other wrongful acts or omissions of the Settling Defendants or  
28 the City, their officers, directors, employees, agents,  
contractors, subcontractors and any persons acting on their

1 behalf or under their control, in carrying out activities with  
2 respect to the Downstream Facilities pursuant to the Consent  
3 Decree.

4 c. The United States and DTSC shall give Settling  
5 Defendants and the City notice of any claim for which the United  
6 States or DTSC plans to seek indemnification pursuant to  
7 Paragraph 58.a or b and shall consult with Settling Defendants or  
8 the City, as applicable, prior to settling such claim.

9 59. Settling Defendants and the City waive all claims against  
10 the United States and DTSC for damages or reimbursement or for  
11 set-off of any payments made or to be made to the United States  
12 or DTSC, arising from or on account of any contract, agreement,  
13 or arrangement between any one or more of Settling Defendants and  
14 any person, including, but not limited to the City, for  
15 performance of Work on or relating to the Site, including, but  
16 not limited to, claims on account of construction delays. In  
17 addition, Settling Defendants or the City shall indemnify and  
18 hold harmless the United States and DTSC with respect to any and  
19 all claims for damages or reimbursement arising from or on  
20 account of any contract, agreement, or arrangement between any  
21 one or more of Settling Defendants or the City and any person,  
22 including, but not limited to the City, for performance of Work  
23 on or relating to the Site, including, but not limited to, claims  
24 on account of construction delays.

25 60. Insurance

26 a. With respect to the Upstream Facilities, within 30  
27 (thirty) days of the Effective Date of this Consent Decree,  
28 Settling Work Defendants shall secure, and shall maintain until  
the first anniversary of EPA's Certification of Completion of the

Remedial Action pursuant to Paragraph 51.b. of Section XIV (Certification of Completion), comprehensive general liability insurance with limits of \$ 15 (fifteen) million dollars, combined single limit, and automobile liability insurance with limits of \$ 15 (fifteen) million dollars, combined single limit, naming the United States and DTSC as additional insureds. Such insurance shall be extended to include the blending facility and related appurtenances, upon completion of construction of those facilities. Settling Work Defendants may satisfy this obligation by causing the City or Settling Work Defendants' contractor to obtain such insurances. In addition, for the duration of this Consent Decree, Settling Work Defendants and the City, whenever performing the Remedial Action or Operation and Maintenance of the interim remedies, shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing any portion of the Work on behalf of Settling Work Defendants or the City in furtherance of this Consent Decree.

b. Except with respect to those matters as to which the City intends to insure the United States and DTSC pursuant to Paragraph 60.c, within 10 (ten) days of the Effective Date of this Consent Decree, Settling Work Defendants shall provide, or shall cause to be provided, to EPA and DTSC, certificates of such insurance and a copy of each insurance policy. Settling Work Defendants shall resubmit or cause to be resubmitted such certificates and copies of policies each year on the anniversary of the effective date of this Consent Decree. If Settling Work Defendants demonstrate by evidence satisfactory to EPA and DTSC

1 that any contractor or subcontractor maintains insurance  
2 equivalent to that described above, or insurance covering the  
3 same risks but in a lesser amount, then, with respect to that  
4 contractor or subcontractor, Settling Work Defendants need  
5 provide only that portion of the insurance described above which  
6 is not maintained by the contractor or subcontractor.

7 c. With respect to the City's construction of the blending  
8 facility and related appurtenances, and modifications to the  
9 Grandview Pump Station, the City shall include the United States  
10 and DTSC as additional insureds on the insurance vehicle chosen  
11 by the City for that portion of the Work.

12 XVIII. FORCE MAJEURE

13 61. "Force majeure," for purposes of this Consent Decree, is  
14 defined as any event arising from causes beyond the control of  
15 the Settling Defendants or the City, of any entity controlled by  
16 Settling Defendants or the City, or of Settling Work Defendants'  
17 or the City's contractors, that delays or prevents the  
18 performance of any obligation under this Consent Decree despite  
19 Settling Defendants' or the City's best efforts to fulfill the  
20 obligation. The requirement that the Settling Defendants or the  
21 City exercise "best efforts to fulfill the obligation" includes  
22 using best efforts to anticipate any force majeure event and best  
23 efforts to address the effects of any force majeure event (1) as  
24 it is occurring and (2) following the potential force majeure  
25 event, such that the delay is minimized to the greatest extent  
26 possible. "Force Majeure" does not include financial inability  
27 to complete the Work or a failure to attain the Performance  
28 Standards.

62. If any event occurs or has occurred that may delay the

performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Defendants, Settling Work Defendants or the City, as appropriate, shall orally notify EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Superfund Division, EPA Region IX, within forty-eight hours (48 hours) after such Settling Defendants or the City first knew that the event might cause a delay. Within 10 (ten) days thereafter, Settling Defendants, Settling Work Defendants or the City shall provide in writing to EPA and DTSC an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Party's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of the Party, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Party shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure event. Failure to comply with the above requirements shall preclude the Party from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. The Party shall be deemed to know of any circumstance of which such Party, any entity controlled by such Party, or such Party's contractors knew or should have known.

63. If EPA, after a reasonable opportunity for review and comment by DTSC, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by DTSC, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by DTSC, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the affected Party in writing of its decision. If EPA, after a reasonable opportunity for review and comment by DTSC, agrees that the delay is attributable to a force majeure event, EPA will notify the affected Party in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

64. If the affected Party elects to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution), it shall do so no later than 15 (fifteen) days after receipt of EPA's notice. In any such proceeding, the affected Party shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the affected Party

1 complied with the requirements of Paragraphs 62 and 63, above.  
2 If the affected Party carries this burden, the delay at issue  
3 shall be deemed not to be a violation by such Party of the  
4 affected obligation of this Consent Decree.

5 XIX. DISPUTE RESOLUTION

6 65. Unless otherwise expressly provided for in this Consent  
7 Decree, the dispute resolution procedures of this Section shall  
8 be the exclusive mechanism to resolve disputes arising among EPA,  
9 DTSC, the City and the Settling Defendants under or with respect  
10 to this Consent Decree. However, the procedures set forth in  
11 this Section shall not apply to actions by the United States to  
12 enforce obligations of the Settling Defendants or the City that  
13 have not been disputed in accordance with this Section. These  
14 procedures also shall not apply to disputes arising between the  
15 United States and DTSC that do not involve the City or any of the  
16 Settling Defendants.

17 66. Any dispute that arises under or with respect to this  
18 Consent Decree shall in the first instance be the subject of  
19 informal negotiations between the Parties to the dispute. The  
20 period for informal negotiations shall not exceed 20 (twenty)  
21 days from the time the dispute arises, unless the time is  
22 modified by written agreement of the Parties to the dispute. The  
23 dispute shall be considered to have arisen when one Party sends  
24 the other Parties a written Notice of Dispute.

25 67.

26 a. In the event that the Parties cannot resolve a dispute  
27 by informal negotiations under the preceding Paragraph, then the  
28 position advanced by EPA shall be considered binding unless,  
within 14 (fourteen) days after the conclusion of the informal

1 negotiation period, a Settling Defendant or the City invokes the  
2 formal dispute resolution procedures of this Section by serving  
3 on EPA a written statement of position on the matter in dispute,  
4 including, but not limited to, any factual data, analysis or  
5 opinion supporting that position and any supporting documentation  
6 relied upon by the Settling Defendant or the City. The statement  
7 of position shall specify the Settling Defendant's or the City's  
8 position as to whether formal dispute resolution should proceed  
9 under Paragraph 68 or Paragraph 69.

10 b. Within 21 (twenty-one) days after the receipt of the  
11 Settling Defendant's or the City's statement of position, EPA  
12 will serve on the Settling Defendant or the City its statement of  
13 position, including, but not limited to, any factual data,  
14 analysis, or opinion supporting that position and all supporting  
15 documentation relied upon by EPA. EPA's statement of position  
16 shall include a statement as to whether formal dispute resolution  
17 should proceed under Paragraph 68 or 69. Within 14 (fourteen)  
18 days after receipt of EPA's statement of position, the Settling  
19 Defendant or the City may submit a Reply.

20 c. If there is disagreement between EPA and the Settling  
21 Defendant or the City as to whether dispute resolution should  
22 proceed under Paragraph 68 or 69, the Parties to the dispute  
23 shall follow the procedures set forth in the Paragraph determined  
24 by EPA to be applicable. However, if the Settling Defendant or  
25 the City ultimately appeals to the Court to resolve the dispute,  
26 the Court shall determine which Paragraph is applicable in  
27 accordance with the standards of applicability set forth in  
28 Paragraphs 68 and 69.

68. Formal dispute resolution for disputes pertaining to the

1 selection or adequacy of any response action and all other  
2 disputes that are accorded review on the administrative record  
3 under applicable principles of administrative law shall be  
4 conducted pursuant to the procedures set forth in this Paragraph.  
5 For purposes of this Paragraph, the adequacy of any response  
6 action includes, without limitation: (1) the adequacy or  
7 appropriateness of plans, procedures to implement plans, or any  
8 other items requiring approval by EPA under this Consent Decree;  
9 and (2) the adequacy of the performance of response actions taken  
10 pursuant to this Consent Decree. Nothing in this Consent Decree  
11 shall be construed to allow any dispute by a Settling Defendant  
12 or the City regarding the validity of the Glendale RODs'  
13 provisions.

14 a. An administrative record of the dispute shall be  
15 maintained by EPA and shall contain all statements of position,  
16 including supporting documentation, submitted pursuant to this  
17 Section. Where appropriate, EPA may allow submission of  
18 supplemental statements of position by the Parties to the  
19 dispute.

20 b. The Director of the Superfund Division, EPA Region IX,  
21 will issue a final administrative decision resolving the dispute  
22 based on the administrative record described in Paragraph 68.a.  
23 This decision shall be binding upon the Settling Defendant or the  
24 City, subject only to the right to seek judicial review pursuant  
25 to Paragraph 68.c and d.

26 c. Any administrative decision made by EPA pursuant to  
27 Paragraph 68.b shall be reviewable by this Court, provided that a  
28 motion for judicial review of the decision is filed by the  
Settling Defendant or the City with the Court and served on all

1 Parties within 10 (ten) days of receipt of EPA's decision. The  
2 motion shall include a description of the matter in dispute, the  
3 efforts made by the Parties to resolve it, the relief requested,  
4 and the schedule, if any, within which the dispute must be  
5 resolved to ensure orderly implementation of this Consent Decree.  
6 The United States may file a response to the Settling Defendant's  
7 or the City's motion.

8 d. In proceedings on any dispute governed by this  
9 Paragraph, the Settling Defendant or the City shall have the  
10 burden of demonstrating that the decision of the Superfund  
11 Division Director is arbitrary and capricious or otherwise not in  
12 accordance with law. Judicial review of EPA's decision shall be  
13 on the administrative record compiled pursuant to Paragraph 68.a.  
14 69. Formal dispute resolution for disputes that neither pertain  
15 to the selection or adequacy of any response action nor are  
16 otherwise accorded review on the administrative record under  
17 applicable principles of administrative law, shall be governed by  
18 this Paragraph.

19 a. Following receipt of the Settling Defendant's or the  
20 City's statement of position submitted pursuant to Paragraph  
21 67.a, the Director of the Superfund Division, EPA Region IX, will  
22 issue a final decision resolving the dispute. The Superfund  
23 Division Director's decision shall be binding on the Settling  
24 Defendant or the City unless, within fourteen (14) days of  
25 receipt of the decision, the Settling Defendant or the City files  
26 with the Court and serves on the Parties a motion for judicial  
27 review of the decision setting forth the matter in dispute, the  
28 efforts made by the Parties to resolve it, the relief requested,  
and the schedule, if any, within which the dispute must be

resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to the Settling Defendant's or the City's motion.

b. Notwithstanding Paragraph L of Section I (Background) of this Consent Decree, judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

70. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants or the City under this Consent Decree, not directly in dispute, unless EPA or the Court agrees otherwise. However, if a Settling Defendant or the City prevails in the dispute resolution process, the deadlines for any requirements which it could not practicably meet because of the dispute resolution proceedings shall be extended to account for any delays because of such proceedings, and it shall pay no stipulated penalties for failing to meet the original deadlines. Stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 77.

Notwithstanding the stay of payment, stipulated penalties, if applicable, shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendant or the City does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XX (Stipulated Penalties).

XX. STIPULATED PENALTIES

71. Settling Defendants and the City shall be liable to the United States for stipulated penalties in the amounts set forth in Paragraphs 72 and 73 for failure to comply with the requirements of this Consent Decree specified below, unless excused by EPA or under Section XVIII (Force Majeure). Settling Defendants shall be liable to DTSC for stipulated penalties in the amounts set forth in Paragraph 73.a for failure to make payments to DTSC pursuant to Section XVI (Reimbursement of Response Costs) of this Consent Decree, unless excused by DTSC or under Section XVIII (Force Majeure). "Compliance" by Settling Defendants or the City shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans or other documents approved by EPA pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree; provided, however, that a Party to this Consent Decree shall not be liable for stipulated penalties for any requirements of this Decree that are solely the obligations of another Party to this Consent Decree and no Party shall be liable for stipulated penalties based solely on a failure to comply with the requirements of the Settlement Agreement attached to this Consent Decree as Appendix J.

72. With respect to the City, the following stipulated penalties shall accrue per violation per day for any noncompliance identified below:

a. Class I Violations

Each failure to comply in a timely and adequate manner with the terms of this Consent Decree and any documents incorporated into this Consent Decree pursuant to its terms that are not specifically listed in Paragraph 72.b (Class II Violations), including, but not limited to, failure to submit timely and adequate Progress Reports and Quarterly Quality Assurance Reports.

<u>Penalty Per Violation</u>	<u>Period of Non-Compliance Per Day</u>
\$ 750	Days 1-5
\$ 2,250	Days 6-30
\$ 3,750	After 30 days

b. Class II Violations

i. Failure to accept at the Point of Delivery treated groundwater in the amounts specified under this Consent Decree that meets the Performance Standards.

ii. Failure to operate the Upstream Facilities and/or Downstream Facilities so as to extract, treat and deliver the quantity of treated groundwater required by this Consent Decree.

iii. Failure to submit deliverables required under this Consent Decree, including, but not limited to:

- Quality Assurance Project Plan
- Operational Sampling and Analysis Plan
- Operation and Maintenance Plan
- Designation of Supervising and O&M Contractor(s)

iv. Failure to comply with any of the following: EPA-approved deliverables under the AOC or UAO No. 97-06 or 97-18, including, but not limited to:

- Contingency Plan

Operational Sampling and Analysis Plan  
Operation and Maintenance Plan  
Performance Standards Assessment Plan

<u>Penalty Per Violation Per Day</u>	<u>Period of Non-Compliance</u>
\$ 1,500	Days 1-5
\$ 3,500	Days 6-30
\$ 10,000	After 30 days

73. With respect to the Settling Defendants, or the Settling Work Defendants, as appropriate, the following stipulated penalties shall accrue per violation per day for any noncompliance identified below. Payment of those penalties shall be the joint and several obligation of the Settling Defendants, or the Settling Work Defendants, as appropriate.

a. Class I Violations

Each failure to comply in a timely and adequate manner with the terms of this Consent Decree, including the SOW, and any documents incorporated into this Consent Decree pursuant to its terms that are not specifically listed under Paragraph 73.b (Class II Violations), including, but not limited to, failure to submit timely and adequate Progress Reports and Quarterly Quality Assurance Reports, and failure to make any payment required under Section XVI (Reimbursement of Response Costs). In the event of a failure to make payment to DTSC as required under Section XVI, the Settling Defendants shall be liable to DTSC for any stipulated penalty.

<u>Penalty Per Violation Per Day</u>	<u>Period of Non-Compliance</u>
\$ 1,000	Days 1-5
\$ 2,500	Days 6-30



1 of the noncompliance or completion of the activity. However,  
2 stipulated penalties shall not accrue: (1) with respect to a  
3 deficient submission under Section XI (EPA Approval of Plans and  
4 Other Submissions), during the period, if any, beginning on the  
5 31st (thirty-first) day after EPA's receipt of such submission  
6 until the date that EPA notifies the Settling Defendant or the  
7 City of any deficiency; (2) with respect to a decision by the  
8 Director of the Superfund Division, EPA Region IX, under Section  
9 XIX (Dispute Resolution), during the period, if any, beginning on  
10 the 21st (twenty-first) day after the date that the Settling  
11 Defendant's or the City's reply to EPA's statement of position is  
12 received by EPA until the date that the Director issues a final  
13 decision regarding such dispute; or (3) with respect to judicial  
14 review by this Court of any dispute under Section XIX (Dispute  
15 Resolution), during the period, if any, beginning on the 31st  
16 (thirty-first) day after the Court's receipt of the final  
17 submission regarding the dispute until the date that the Court  
18 issues a final decision regarding such dispute. Nothing herein  
19 shall prevent the simultaneous accrual of separate penalties for  
20 separate violations of this Consent Decree.

21 75. Following EPA's determination that a Settling Defendant or  
22 the City has failed to comply with a requirement of this Consent  
23 Decree, EPA may give the Settling Defendant or the City written  
24 notification of the same and describe the noncompliance.

25 Following DTSC's determination that the Settling Defendants have  
26 failed to pay amounts due to DTSC under Section XVI  
27 (Reimbursement of Response Costs) of this Consent Decree, DTSC  
28 may give the Settling Defendants notification of the same and  
describe the noncompliance. EPA may send the Settling

1 Defendant(s) or the City a written demand for the payment of the  
2 penalties. DTSC may send the Settling Defendants a written  
3 demand for payment of the penalties. However, penalties shall  
4 accrue as provided in the preceding Paragraph regardless of  
5 whether EPA has notified the Settling Defendant(s) or the City,  
6 or DTSC has notified the Settling Defendants of a violation.

7 76. All penalties accruing under this Section shall be due and  
8 payable to the United States or DTSC within 30 (thirty) days of  
9 the Settling Defendant's or the City's receipt from EPA or the  
10 Settling Defendants' receipt from DTSC of a demand for payment of  
11 the penalties, unless the Settling Defendant(s) or the City  
12 invokes the Dispute Resolution procedures under Section XIX  
13 (Dispute Resolution). All payments to the United States under  
14 this Section shall be paid by certified or cashier's check(s)  
15 made payable to "EPA Hazardous Substances Superfund" and shall be  
16 mailed to:

17 U.S. Environmental Protection Agency  
18 Region IX, Attn: Superfund Accounting  
19 P.O. Box 360863M  
20 Pittsburgh, PA 15251

21 The transmittal accompanying the check shall indicate that the  
22 payment is for stipulated penalties and shall reference the EPA  
23 Region and Site/Spill ID # 09-N2, the DOJ Case Number 90-11-2-  
24 442A, and the name and address of the Party making payment.

25 Copies of check(s) paid pursuant to this Section, and any  
26 accompanying transmittal letter(s), shall be sent to the United  
27 States as provided in Section XXVI (Notices and Submissions).

28 All payments to DTSC under this Section shall be made in the  
manner specified in Paragraph 54.b. The payment of penalties  
shall not alter in any way any Settling Defendant's or the City's  
obligation to complete the performance of the Work required under

this Consent Decree.

1 77. Penalties shall continue to accrue as provided in Paragraph  
2 74 during any dispute resolution period, but need not be paid  
3 until the following:

4 a. If the dispute is resolved by agreement or by a decision  
5 of EPA that is not appealed to this Court, accrued penalties  
6 determined to be owing shall be paid to EPA within thirty (30)  
7 days of the agreement or receipt of EPA's decision;

8 b. If the dispute is appealed to this Court and the United  
9 States prevails in whole or in part, the Settling Defendant(s) or  
10 the City shall pay all accrued penalties determined by the Court  
11 to be owed to EPA within 60 (sixty) days of receipt of the  
12 Court's decision or order, except as provided in Paragraph 78.c  
13 below.

14 c. If the District Court's decision is appealed by any  
15 Party, the Settling Defendant(s) or the City shall pay all  
16 accrued penalties determined by the District Court to be owing to  
17 the United States into an interest-bearing escrow account within  
18 60 (sixty) days of receipt of the Court's decision or order.  
19 Penalties shall be paid into this account as they continue to  
20 accrue, at least every 60 (sixty) days. Within 15 (fifteen) days  
21 of receipt of the final appellate court decision, the escrow  
22 agent shall pay the balance of the account to EPA or to the  
23 Settling Defendant(s) or the City to the extent that such Party  
24 prevails.

25 d. If Settling Defendant(s) or the City fails to pay  
26 stipulated penalties when due, the United States may institute  
27 proceedings to collect the penalties, as well as interest  
28 calculated in the same manner as Interest. Settling Defendant(s)

or the City shall pay such interest on the unpaid balance, which shall begin to accrue on the date of receipt of demand made pursuant to Paragraph 76.

e. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or DTSC to seek any other remedies or sanctions available by virtue of a Settling Defendant's violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1). Provided, however, that the United States shall not seek civil penalties pursuant to Section 122(1) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Decree.

78. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that has accrued pursuant to this Consent Decree.

XXI. COVENANTS NOT TO SUE BY PLAINTIFFS

79. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants and the actions that will be performed by the City under the terms of the Consent Decree, and except as specifically provided in Paragraphs 81-85 of this Section, the United States and DTSC covenant not to sue or to take administrative action against the Released Parties pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, and their respective state law counterparts, for performance of the Work and for recovery of Past Response Costs and Future Response

Costs. These covenants not to sue shall take effect as to the City, upon the entry of this Consent Decree, and as to the Settling Defendants, upon the receipt by EPA and DTSC of the payments required by Paragraph 54 of Section XVI (Reimbursement of Response Costs). As to each Settling Defendant and the City, these covenants not to sue are conditioned upon the continued satisfactory performance by each such Party of its obligations under this Consent Decree. These covenants not to sue extend only to the Released Parties and the City and do not extend to any other person, including, but not limited to, any person or entity with liability for the Site independent of that person's or entity's association with a Settling Defendant.

80. United States' Pre-certification reservations.

Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Released Parties or any of them (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response if, prior to Certification of Completion of the Remedial Action:

- i. conditions at the Site, previously unknown to EPA, are discovered, or
- ii. information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or this information together with any other relevant information indicates that the Remedial Action is not protective of human health or the environment.

81. United States' Post-certification reservations.

1 Notwithstanding any other provision of this Consent Decree,  
2 the United States reserves, and this Consent Decree is without  
3 prejudice to, the right to institute proceedings in this action  
4 or in a new action, or to issue an administrative order seeking  
5 to compel the Released Parties or any of them (1) to perform  
6 further response actions relating to the Site or (2) to reimburse  
7 the United States for additional costs of response if, subsequent  
8 to Certification of Completion of the Remedial Action:

9 i. conditions at the Site, previously unknown to EPA,  
10 are discovered, or

11 ii. information, previously unknown to EPA, is  
12 received, in whole or in part,

13 and EPA determines that these previously unknown conditions or  
14 this information together with other relevant information  
15 indicates that the Remedial Action is not protective of human  
16 health or the environment.

17 82. For purposes of Paragraph 80, the information and the  
18 conditions known to EPA shall include only that information and  
19 those conditions known to EPA as of the date the Glendale RODs  
20 were signed, set forth in the Glendale RODs for the Site and the  
21 administrative records supporting the Glendale RODs, or  
22 information required to be and actually submitted to EPA pursuant  
23 to the AOC, UAO No. 97-06 or UAO No. 97-18 prior to the date of  
24 lodging of this Consent Decree. For purposes of Paragraph 81,  
25 the information and the conditions known to EPA shall include  
26 only that information and those conditions known to EPA as of the  
27 date of Certification of Completion of the Remedial Action and  
28 set forth in the Glendale RODs, the administrative records

supporting the Glendale RODs, the post-Glendale RODs administrative records, or in any information received by EPA pursuant to the requirements of the AOC, UAO No. 97-06, UAO No. 97-18 or this Consent Decree prior to Certification of Completion of the Remedial Action.

83. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 79.

a. The United States and DTSC reserve, and this Consent Decree is without prejudice to, all rights against the Released Parties with respect to all other matters, including, but not limited to, the following:

i. claims based on a failure by any Released Party to meet a requirement of this Consent Decree;

ii. liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site;

iii. liability for future disposal of Waste Material at the Site, other than as provided in the Glendale RODs, the Work, or otherwise ordered by EPA;

iv. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

v. criminal liability;

vi. liability for violations of federal or state law that occur during or after implementation of the Remedial Action;

vii. liability, prior to Certification of Completion of the Remedial Action, for additional response actions that EPA determines are necessary to achieve Performance Standards, but

that cannot be required pursuant to Paragraph 15 (Modification of the SOW or Related Work Plans);

1           viii. liability for additional OUs at the Site or the  
2 final response action; and

3           ix. liability for costs that the United States or DTSC  
4 will incur related to the Basin that are not within the  
5 definition of Future Response Costs.

6           b. The United States, Settling Defendants and the City  
7 acknowledge and agree that this Consent Decree does not require  
8 or provide for the reimbursement to the United States of 100% of  
9 its response costs at the Site. The United States reserves its  
10 rights to recover any such unrecovered response costs from  
11 potentially responsible parties who did not participate in this  
12 Consent Decree or otherwise resolve their liability to the United  
13 States and the State for the Site ("Non-Settlors"). In addition,  
14 the United States reserves its rights to seek to have certain  
15 tasks provided for in this Consent Decree, that may be required  
16 under this Consent Decree, or that are related to the Site but  
17 not expressly provided for by this Consent Decree performed  
18 through administrative or judicial enforcement actions or  
19 settlements with Non-Settlors. In the event that the United  
20 States requires any Non-Settlor to perform tasks related to the  
21 Work, Settling Defendants and the City agree to coordinate  
22 performance of their respective portions of the Work with any  
23 tasks being performed by any such Non-Settlor to accomplish  
24 timely and satisfactory completion of the Work and ensure the  
25 protectiveness to human health and the environment of the interim  
26 remedies. Nothing in this Paragraph shall preclude the United  
27 States or the State from instituting proceedings in this action  
28

or in a new action, or issuing an order, pursuant to the United States' reservations of rights in this Consent Decree.

1 84. Work Takeover. In the event EPA determines that the City or  
2 Settling Work Defendants have ceased implementation of any  
3 portion of the Work, are seriously or repeatedly deficient or  
4 late in their performance of the Work, or are implementing the  
5 Work in a manner that may cause an endangerment to human health  
6 or the environment, EPA may assume the performance of all or any  
7 portions of the Work as EPA determines necessary. Settling Work  
8 Defendants or the City may invoke the procedures set forth in  
9 Section XIX (Dispute Resolution), Paragraph 69, to dispute EPA's  
10 determination that takeover of the Work is warranted under this  
11 Paragraph. Costs that are the Settling Defendants'  
12 responsibility under this Consent Decree and which are incurred  
13 by the United States in performing the Work pursuant to this  
14 Paragraph shall be considered Future Response Costs that Settling  
15 Defendants shall pay pursuant to Section XVI (Reimbursement of  
16 Response Costs).

17 85. Notwithstanding any other provision of this Consent Decree,  
18 the United States and DTSC retain all authority and reserve all  
19 rights to take any and all response actions authorized by law.

20 XXII. COVENANTS BY SETTLING DEFENDANTS AND THE CITY

21 86. Covenant Not to Sue. Subject to the reservations in  
22 Paragraph 87, Settling Defendants and the City hereby covenant  
23 not to sue and agree not to assert any claims or causes of action  
24 against the United States or DTSC with respect to the Work, past  
25 response actions, Past and Future Response Costs as defined  
26 herein or this Consent Decree, including, but not limited to:

- 27 a. any direct or indirect claim for reimbursement from the  
28

Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, 9613, or any other provision of law;

b. any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or

c. any claims arising out of response activities at the Site, including claims based on EPA's and DTSC's selection of response actions, oversight of response activities or approval of plans for such activities.

87. The Settling Defendants and the City reserve, and this Consent Decree is without prejudice to, the following:

a. any claim or cause of action that a Settling Defendant or the City has or may have based on:

i. the ownership or operation of a facility at which a release of a hazardous substance occurs or has occurred, or

ii. the transportation or arrangement for disposal or treatment of a hazardous substance by a department, agency or instrumentality of the United States or of the State;

iii. provided, however, that this reservation shall not encompass claims based on the exercise by the United States or by the State of general regulatory authority or control over any portion of the Site or over activities of other persons within the Site.

b. any claims that any Settling Defendant or the City has or may have with respect to the Site against the United States pursuant to any contract between any Settling Defendant and any government contractor(s) related to the Site; or

1 c. any claims against the United States, subject to the  
2 provisions of Chapter 171 of Title 28 of the United States Code,  
3 for money damages for injury or loss of property or personal  
4 injury or death caused by the negligent or wrongful act or  
5 omission of any employee of the United States while acting within  
6 the scope of his office or employment under circumstances where  
7 the United States, if a private person, would be liable to the  
8 claimant in accordance with the law of the place where the act or  
9 omission occurred. However, any such claim shall not include a  
10 claim for any damages caused, in whole or in part, by the act or  
11 omission of any person, including any contractor, who is not a  
12 federal employee as that term is defined in 28 U.S.C. § 2671; nor  
13 shall any such claim include a claim based on EPA's selection of  
14 response actions, or the oversight or approval of the Settling  
15 Defendants' plans or activities. The foregoing applies only to  
16 claims that are brought pursuant to any statute other than CERCLA  
17 and for which the waiver of sovereign immunity is found in a  
18 statute other than CERCLA.

18 88. Nothing in this Consent Decree shall be deemed to  
19 constitute preauthorization of a claim within the meaning of  
20 Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R.  
21 § 300.700(d).

22 XXIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

23 89. Nothing in this Consent Decree shall be construed to create  
24 any rights in, or grant any cause of action to, any person not a  
25 Party to this Consent Decree. The preceding sentence shall not  
26 be construed to waive or nullify any rights that any person not a  
27 signatory to this Consent Decree may have under applicable law.  
28 Each of the Parties expressly reserves any and all rights

(including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that such Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

90. The Parties agree, and by entering this Consent Decree this Court finds, that the Released Parties are entitled, as of the Effective Date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Consent Decree, as defined below.

91. The matters addressed in this Consent Decree are:

- a. EPA's and DTSC's Past Response Costs;
- b. EPA's and DTSC's Future Response Costs;
- c. all matters addressed in AOC No. 94-11 and UAO Nos. 97-06 and 97-18; and
- d. all costs of implementing the Work performed under this Consent Decree.

92. The Settling Defendants and the City agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States and DTSC in writing no later than 60 (sixty) days prior to the initiation of such suit or claim.

93. The Settling Defendants and the City also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States and DTSC within 30 (thirty) days of service of the complaint on them. In addition, Settling Defendants and the City shall notify the United States and DTSC

1 within 10 (ten) days of service or receipt of any Motion for  
2 Summary Judgment in such a case and within 10 (ten) days of  
3 receipt of any order from a court setting such a case for trial.  
4 94. In any subsequent administrative or judicial proceeding  
5 initiated by the United States or DTSC for injunctive relief,  
6 recovery of response costs, or other appropriate relief relating  
7 to the Site, Settling Defendants and the City shall not assert,  
8 and may not maintain, any defense or claim based upon the  
9 principles of waiver, res judicata, collateral estoppel, issue  
10 preclusion, claim-splitting, or other defenses based upon any  
11 contention that the claims raised by the United States or DTSC in  
12 the subsequent proceeding were or should have been brought in the  
13 instant case; provided, however, that nothing in this Paragraph  
14 affects the enforceability of the covenants not to sue set forth  
15 in Section XXI (Covenants Not to Sue by Plaintiffs).

16 XXIV. ACCESS TO INFORMATION

17 95. Settling Defendants and the City shall provide to EPA and  
18 DTSC, upon request, copies of all documents and information  
19 within their possession or control or that of their contractors  
20 or agents relating to the implementation of this Consent Decree,  
21 including, but not limited to, sampling, analysis, chain of  
22 custody records, manifests, trucking logs, receipts, reports,  
23 sample traffic routing, correspondence, or other documents or  
24 information related to the Work. Settling Defendants and the  
25 City shall also make available to EPA and DTSC, for purposes of  
26 investigation, information gathering, or testimony, their  
27 employees, agents, or representatives with knowledge of relevant  
28 facts concerning the performance of the Work.

96.

1 a. Settling Defendants and the City may assert business  
2 confidentiality claims covering part or all of the documents or  
3 information submitted to Plaintiffs under this Consent Decree to  
4 the extent permitted by and in accordance with Section 104(e)(7)  
5 of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b).  
6 Documents or information determined to be confidential by EPA  
7 will be afforded the protection specified in 40 C.F.R. Part 2,  
8 Subpart B. If no claim of confidentiality accompanies documents  
9 or information when submitted to EPA and DTSC, or if EPA has  
10 notified Settling Defendants or the City that the documents or  
11 information is not confidential under the standards of Section  
12 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), the public may be  
13 given access to such documents or information without further  
14 notice to Settling Defendants or the City.

15 b. The Settling Defendants and the City may assert that  
16 certain documents, records and other information are privileged  
17 under the attorney-client privilege or any other privilege  
18 recognized by federal law. If a Settling Defendant or the City  
19 asserts such a privilege in lieu of providing documents, such  
20 Party shall provide the Plaintiffs with the following: (1) the  
21 title of the document, record, or information; (2) the date of  
22 the document, record, or information; (3) the name and title of  
23 the author of the document, record, or information; (4) the name  
24 and title of each addressee and recipient; (5) a description of  
25 the contents of the document, record, or information: and (6) the  
26 privilege asserted by the Party. However, no document, report or  
27 other information created or generated pursuant to the  
28 requirements of the Consent Decree shall be withheld on the  
grounds that it is privileged.

97. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXV. RETENTION OF RECORDS

98. Until 10 (ten) years after the Settling Defendants' and the City's receipt of EPA's notification pursuant to Paragraph 51.b of Section XIV (Certification of Completion of the Work), each Settling Defendant and the City shall preserve and retain all records and documents now in their possession or control or which come into their possession or control that relate in any manner to the performance of the Work or liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate or municipal retention policy to the contrary. Until 10 (ten) years after the Settling Defendants' and the City's receipt of EPA's notification pursuant to Paragraph 50.b of Section XIV (Certification of Completion of the Remedial Action), Settling Defendants and the City shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the Work.

99. At the conclusion of this document retention period, Settling Defendants and the City shall notify the United States and DTSC at least 90 (ninety) days prior to the destruction of any such records or documents, and, upon request by the United States or DTSC, Settling Defendants or the City shall deliver any such records or documents to EPA or DTSC. The Settling Defendants or the City may assert that certain documents, records

1 and other information are privileged under the attorney-client  
2 privilege or any other privilege recognized by federal law. If a  
3 Settling Defendant or the City asserts such a privilege, such  
4 Party shall provide the Plaintiffs with the following: (1) the  
5 title of the document, record, or information; (2) the date of  
6 the document, record, or information; (3) the name and title of  
7 the author of the document, record, or information; (4) the name  
8 and title of each addressee and recipient; (5) a description of  
9 the subject of the document, record, or information; and (6) the  
10 privilege asserted by the Party. However, no documents, reports  
11 or other information created or generated pursuant to the  
12 requirements of this Consent Decree shall be withheld on the  
13 grounds that it is privileged.

14 100. Each Settling Defendant hereby certifies individually that,  
15 to the best of its knowledge and belief, after thorough inquiry,  
16 it has not altered, mutilated, discarded, destroyed or otherwise  
17 disposed of any records, documents or other information relating  
18 to its potential liability regarding the Site since being  
19 notified of potential liability by the United States or DTSC and  
20 that it has fully complied with any and all EPA requests for  
21 information pursuant to Section 104(e) and 122(e) of CERCLA, 42  
22 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42  
23 U.S.C. § 6927.

24 XXVI. NOTICES AND SUBMISSIONS

25 101. Whenever, under the terms of this Consent Decree, written  
26 notice is required to be given or a report or other document is  
27 required to be sent by one Party to another, it shall be directed  
28 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. All notices and submissions shall be considered effective upon receipt, unless otherwise provided.

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, DTSC, DHS, the City and the Settling Defendants, respectively.

As to the United States:

David B. Glazer  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
301 Howard Street, Suite 870  
San Francisco, CA 94105  
Re: DOJ # 90-11-2-442A

and

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Box 7611, Ben Franklin Station  
Washington, D.C. 20044-442A  
Re: DOJ # 90-11-2-442A

Director, Superfund Division  
United States Environmental Protection Agency  
Region IX  
75 Hawthorne St.  
San Francisco, CA 94105

As to EPA:

Marie M. Rongone  
Assistant Regional Counsel -- Glendale OUs  
Environmental Protection Agency  
Region IX  
75 Hawthorne St., ORC-3  
San Francisco, CA 94105

Bob Fitzgerald  
EPA Project Coordinator -- Glendale OUs  
United States Environmental Protection Agency  
Region IX  
75 Hawthorne St., SFD-7-4  
San Francisco, CA 94105

As to DTSC:

Hamid Saebfar  
Chief, Site Mitigation Branch  
Department of Toxic Substances Control

Region 3  
1011 North Grandview Avenue  
Glendale, CA 91201

1 Ann Rushton  
2 Deputy Attorney General  
3 Environment Section  
4 California Department of Justice  
5 300 South Spring Street, # 500  
6 Los Angeles, CA 90013

7 As to DHS:

8 Gary Yamamoto  
9 Chief, South Coastal Region  
10 California Department of  
11 Health Services  
12 Drinking Water Field Operations Branch  
13 1449 West Temple St., Rm. 224  
14 Los Angeles, CA 90026

15 As to the RWQCB

16 Arthur Heath  
17 Los Angeles Regional Water  
18 Quality Control Board  
19 320 West 4<sup>th</sup> Street  
20 Suite 200  
21 Los Angeles, CA 90013

22 As to the City:

23 Vivien Cienfuegos Ide  
24 Assistant City Attorney  
25 City of Glendale  
26 613 E. Broadway, Suite 220  
27 Glendale, CA 91206-4394

28 Donald Froelich  
Project Coordinator  
City of Glendale  
141 N. Glendale Ave., Level 4  
Glendale, CA 91206-4496

As to the Settling Defendants:

James H. O'Brien, P.E.  
Vice President  
Corporate Environment, Health & Safety  
Lockheed Martin Corporation  
7921 Southpark Plaza, Suite 210  
Littleton, CO 80120

XXVII. EFFECTIVE DATE

102. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXVIII. RETENTION OF JURISDICTION

103. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIX (Dispute Resolution) hereof.

XXIX. APPENDICES

104. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the Glendale North OU ROD.

"Appendix B" is the Glendale South OU ROD.

"Appendix C" is the SOW.

"Appendix D" is the complete list of the Non-Owner Settling Defendants.

"Appendix E" is the complete list of the Owner Settling Defendants and the properties within the Site that are covered by Paragraph 9 of this Consent Decree.

"Appendix F" is the complete list of Settling Work Defendants.

"Appendix G," including Appendix G.1, is the complete list

of Settling Cash Defendants. Appendix G.1 is the complete list of the parties to the Burbank Consent Decree who are Settling Cash Defendants.

"Appendix H" is the description and/or map of the Site.

"Appendix I" is the Memorandum of Agreement between the City and EPA.

"Appendix J" is the Settlement Agreement between the Settling Defendants and the City.

"Appendix K" is the figure depicting Upstream and Downstream Facilities.

XXX. COMMUNITY RELATIONS

Settling Work Defendants and the City shall cooperate with EPA and DTSC in providing information regarding the Work to the public. As requested by EPA or DTSC, Settling Work Defendants and the City shall participate in the preparation of such information for dissemination to the public and in public meetings that may be held or sponsored by EPA or DTSC to explain activities at or relating to the Site.

XXXI. MODIFICATION

105. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of EPA and the Settling Work Defendants or the City as applicable. All such modifications shall be made in writing.

106. Except as provided in Paragraphs 15 ("Modification of the SOW or Related Work Plans"), 105 and this Paragraph, no material modifications shall be made to the SOW without written notification to, and written approval of, the United States and the agreement of the Settling Work Defendants and the City. Prior to providing its approval to any such modification, the

1 United States will provide DTSC with a reasonable opportunity to  
2 review and comment on the proposed modification. Modifications  
3 to the SOW that do not materially alter that document may be made  
4 by written agreement between EPA, after providing DTSC with a  
5 reasonable opportunity to review and comment on the proposed  
6 modification, and the Settling Work Defendants or the City,  
7 whichever is affected by the modification.

8 107. Nothing in this Consent Decree shall be deemed to alter  
9 EPA's authority to make changes to the interim remedies for the  
10 North and South OUs in compliance with CERCLA, the National  
11 Contingency Plan and any other applicable laws or regulations, or  
12 to require court approval of such changes.

13 108. Nothing in this Decree shall be deemed to alter the Court's  
14 power to enforce, supervise or approve modifications to this  
15 Consent Decree.

16 XXXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

17 109. This Consent Decree shall be lodged with the Court for a  
18 period of not less than 30 (thirty) days for public notice and  
19 comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C.  
20 § 9622(d)(2), and 28 C.F.R. § 50.7. The United States also shall  
21 publish notice of the proposed settlement described in this  
22 Consent Decree in the Federal Register pursuant to Section 122(1)  
23 of CERCLA, 42 U.S.C. § 9622(1). The United States hereby gives  
24 notice and opportunity to the public for a public meeting in the  
25 affected area and a reasonable opportunity to comment on the  
26 proposed settlement prior to its final entry, pursuant to Section  
27 6973(d) of RCRA, 42 U.S.C. § 7003(d). The United States reserves  
28 the right to withdraw or withhold its consent if the comments  
regarding the Consent Decree disclose facts or considerations

1 that indicate that the Consent Decree is inappropriate, improper,  
2 or inadequate. Settling Defendants and the City consent to the  
3 entry of this Consent Decree in its current form without further  
4 notice.

5 110. If for any reason the Court should decline to approve this  
6 Consent Decree in the form presented, this agreement is voidable  
7 at the sole discretion of any Party with respect to that Party  
8 and the terms of the agreement may not be used as evidence in any  
9 litigation between the Parties with respect to that Party.

10 XXXIII. SIGNATORIES/SERVICE

11 111. Each undersigned representative of a Settling Defendant to  
12 this Consent Decree and the City and the Assistant Attorneys  
13 General for Environment and Natural Resources of the Department  
14 of Justice and the California Department of Justice certify that  
15 they are fully authorized to enter into the terms and conditions  
16 of this Consent Decree and to execute and legally bind  
17 each such represented Party to this document.

18 112. Each Settling Defendant and the City hereby agrees not to  
19 oppose entry of this Consent Decree in its current form by this  
20 Court or to challenge any provision of this Consent Decree unless  
21 the United States has notified the Settling Defendants and the  
22 City in writing that it no longer supports entry of the Consent  
23 Decree.

24 113. Each Settling Defendant and the City shall identify, on the  
25 attached signature page, the name, address and telephone number  
26 of an agent who is authorized to accept service of process by  
27 mail on behalf of that Party with respect to all matters arising  
28 under or relating to this Consent Decree. With respect to any  
action to enforce the terms of this Consent Decree, Settling

Defendants and the City hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. With respect to the lodging and entry of this Consent Decree, Settling Defendants and the City agree to accept in lieu of service by mail or the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure, service by the United States and DTSC by mail of one (1) copy of any document(s), motions or related matters upon the following persons:

For Settling Defendants:

Gregory McClintock, Esq.  
Mayer, Brown & Platt  
350 South Grand Avenue  
25<sup>th</sup> floor  
Los Angeles, CA 90071-1503

For the City of Glendale:

Vivien Cienfuegos Ide  
Assistant City Attorney  
613 E. Broadway, Suite 220  
Glendale, CA 91206-4394

SO ORDERED THIS 1 DAY OF August, 2000

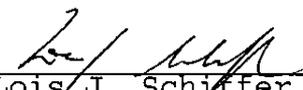
*Mariana R. Padgett*  
United States District Judge

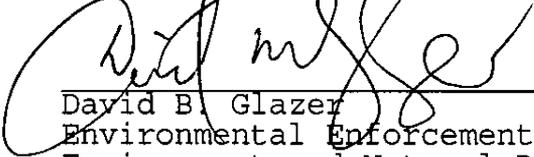
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al.

1 relating to the San Fernando Valley Crystal Springs Superfund  
2 Site, Area 2, Glendale North and South OUs.

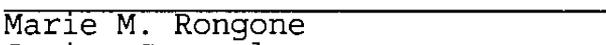
3  
4 FOR THE UNITED STATES OF AMERICA

5 Date: 7/21/00

6   
Lois J. Schiffer  
Assistant Attorney General  
7 Environment and Natural Resources  
8 Division  
U.S. Department of Justice  
Washington, D.C. 20530

9  
10   
David B. Glazer  
11 Environmental Enforcement Section  
12 Environment and Natural Resources  
13 Division  
U.S. Department of Justice  
Washington, D.C. 20530

14  
15   
Felicia Marcus  
16 Regional Administrator, Region IX  
U.S. Environmental Protection  
17 Agency  
75 Hawthorne Street  
San Francisco, CA 94105

18  
19   
Marie M. Rongone  
20 Senior Counsel  
U.S. Environmental Protection  
21 Agency  
Region IX  
22 75 Hawthorne Street  
San Francisco, CA 94105

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al.

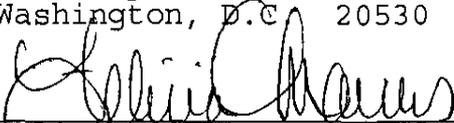
relating to the San Fernando Valley Crystal Springs Superfund Site, Area 2, Glendale North and South OUs.

FOR THE UNITED STATES OF AMERICA

Date: 5/20/00

Lois J. Schiffer  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

David B. Glazer  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

  
Felicia Marcus  
Regional Administrator, Region IX  
U.S. Environmental Protection  
Agency  
75 Hawthorne Street  
San Francisco, CA 94105

  
Marie M. Rongone  
Senior Counsel  
U.S. Environmental Protection  
Agency  
Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

United States v. ITT Industries, Inc.  
Consent Decree Signature Page

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FOR THE STATE OF CALIFORNIA  
DEPARTMENT OF TOXIC SUBSTANCES  
CONTROL

Date: 3/27/00



Hamid Saebfar  
Chief, Site Mitigation Branch  
Department of Toxic Substances  
Control  
Region 3  
1011 North Grandview Avenue  
Glendale, CA 91201

Date: April 5, 2000



Ann Rushton  
California Department of Justice  
State of California  
300 South Spring Street, # 500  
Los Angeles, CA 90013

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States  
2 v. ITT Industries, Inc., et al. , relating to the Crystal Springs, Area Superfund Site, Glendale North and  
3 South OUs.

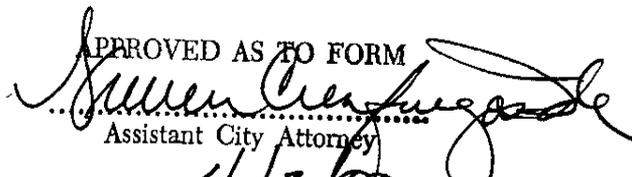
4 FOR CITY OF GLENDALE:

5 Date: 4-4-00

6   
7 James E. Starbird  
8 City Manager  
613 East Broadway, Room 200  
Glendale, CA 91206

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

10 Name: Doris Twedt  
11 Title: City Clerk  
12 Address: 613 East Broadway, Room 110  
Glendale, CA 91206  
13 Tel. Number: (818) 548-2090

14 APPROVED AS TO FORM  
15   
16 Assistant City Attorney  
17 DATE 4/3/00

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23 \*/ A separate signature page must be signed by each corporation, individual or other legal entity  
24 that is settling with the United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
2 States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site,  
3 Glendale North and South OUs.

4  
5 FOR \_\_\_\_\_  
6 ACCESS CONTROLS, INC. OF CALIFORNIA

7 Date: 3/15/03

8   
9 CREE L. KOFFORD  
Former Officer  
47 East South Temple Street  
Salt Lake City, UT

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

11 James C. Macdonald, Esq.  
12 Wood, Smith, Henning & Berman LLP  
13 Attorneys for Defendant, Access Controls, Inc., of California  
801 South Figueroa St., Ninth Floor  
Los Angeles, CA 90017  
(213) 622-9300

21 \_\_\_\_\_  
22 \*/ A separate signature must be signed by each corporation, individual or other legal  
23 entity that is settling with the United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR A.G. Layne, Inc.  
6 [Company Name]  
7 [Please Type]

8 Date: 3/10/00

9 *Michael D. Lee*  
10 Michael D. Lee Pres. Owner  
11 [Name -- Please Type]  
12 [Title -- Please Type] 4578 Brazil St.  
13 [Address -- Please Type] Los Angeles, CA  
14 90039

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

17 Name: [Please Type]  
18 Title: \_\_\_\_\_  
19 Address: \_\_\_\_\_  
20 Tel. Number: \_\_\_\_\_

21 \_\_\_\_\_  
22 \*/ A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR BUCKEYE STEEL CASTINGS COMPANY

6 Date: 2-18-00

7 *Dale T. Brinkman*  
8 Dale T. Brinkman, Secretary  
9 1205 Dearborn Drive  
10 Columbus, OH 43085

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

13 Name: Dale T. Brinkman  
14 Title: General Counsel  
15 Address: 1205 Dearborn Drive, Columbus, OH 43085  
16 Tel. Number: 614-840-3210

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22 \* / A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

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FOR Sunland Chemical & Research Co.  
[Company Name]  
[Please Type]

Date: 3/1/00

  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
Max Cohen - Vice President  
5447 San Fernando Road West  
Los Angeles, CA 90039

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

Name: [Please Type] Serge Dadone  
Title: President  
Address: 5447 San Fernando Road West, LA, CA 90039  
Tel. Number: (818) 244-9600

23 A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR Coltec Industries, Inc.,  
Menasco Aerosystems Division  
[Company Name]  
[Please Type]

Settlor:

Date: March 10, 2000

*Charles H. Pomeroy, Agent*

Charles H. Pomeroy, Esq.  
for McKenna & Cuneo, LLP  
Agent for Coltec Industries, Inc.  
444 S. Flower St., 8th Flr.  
Los Angeles, CA 90071

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

Name: Charles H. Pomeroy, Esq.  
Title: Agent for Coltec Industries, Inc.  
Address: 444 S. Flower St., 8th Flr., LA, CA 90071  
Tel. Number: (213) 243-6256

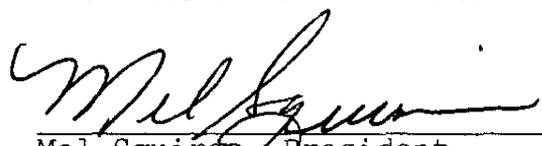
\* / A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al, relating to the Crystal Springs Area 2 Superfund Site, Glendale North and South OUs.

FOR: COMMERCIAL INSPECTION SERVICE, INC.

Date: 3-8-00

  
\_\_\_\_\_  
Mel Squires, President  
156 West Providencia Avenue  
Burbank, CA 91502

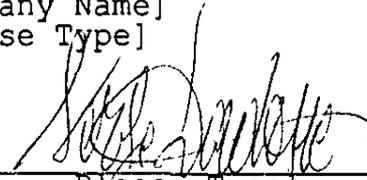
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Murray M. Sinclair  
Manuwal, Manuwal & Sinclair LLP  
Attorneys for Commercial Inspection Service, Inc.  
6320 Canoga Avenue, Suite 270  
Woodland Hills, CA 91367-2560

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

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FOR Sunland Chemical & Research Co.  
[Company Name]  
[Please Type]



Date: 3-1-2000

\_\_\_\_\_  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Serge Dadone - President  
5447 San Fernando Road West  
Los Angeles, CA 90039

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

Name: [Please Type] Serge Dadone  
Title: President  
Address: 5447 San Fernando Road West, LA, CA 90039  
Tel. Number: (818) 244-9600

23 A separate signature page must be signed by each corporation,  
24 individual or other legal entity that is settling with the  
United States.

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

DATE Feb. 20 - 2000 FOR THE ESTATE OF ARNOLD E. PETERSON

Margaret R. Peterson  
Margaret R. Peterson, Executrix

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

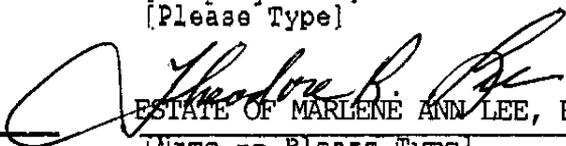
Richard J. Denney, Jr.  
Attorney  
Denney & Painter LLP  
130 North Brand Boulevard  
Fourth Floor  
Glendale, California 91203  
(818) 500-9030

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITI Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR ESTATE OF MARLENE ANN LEE

6 [Company Name]  
7 [Please Type]

8 Date: 2/28/00



9 ESTATE OF MARLENE ANN LEE, BENEFICIAL INT.

10 [Name -- Please Type]  
11 [Title -- Please Type] 4578 BRAZIL ST.  
12 [Address -- Please Type] LOS ANGELES, CA 90039

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

15 Name: [Please Type]  
16 Title: \_\_\_\_\_  
17 Address: \_\_\_\_\_  
18 Tel. Number: \_\_\_\_\_

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22 \*/ A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

3

4

FOR Excello Plating Company

5

[Company Name]

6

[Please Type]

7

Date:

3/7/00

8

Steven M Harleman

[Name -- Please Type]

9

[Title -- Please Type]

10

[Address -- Please Type]

11

Steven Mark Harleman  
4057 Goodwin Avenue  
Los Angeles, CA 90039

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

13

Name: [Please Type] Glen Harleman

14

Title: President

15

Address: 4057 Goodwin Avenue, LA, CA 90039

16

Tel. Number: (323) 245-3626

17

18

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\*23 A separate signature page must be signed by each corporation,  
24 individual or other legal entity that is settling with the  
United States.

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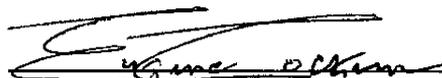
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v.  
2 ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North  
3 and South OUs.

4 FOR GCG CORPORATION

5  
6 Date: 3/27/2000

  
7 Eugene Cockran  
8 President  
608 Ruberta Avenue  
Glendale, CA 91201

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

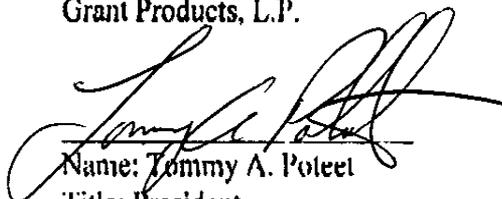
10 Eugene Cockran  
11 President  
608 Ruberta Avenue  
12 Glendale, CA 91201

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22 \*/ A separate signature page must be signed by each corporation, individual or other legal  
23 entity that is settling with the United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR: Grant Products, LLC  
Grant Management, Inc.  
Grant Products, Inc.  
Grant Products, L.P.

Date: March 7, 2000



Name: Tommy A. Potet  
Title: President  
Address: 700 Allen Avenue  
Glendale, CA 91201

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

Name: Tommy A. Potet  
Title: President  
Address: 700 Allen Avenue  
Tel. Number: (323) 849-3171

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

3

4

FOR Excello Plating Company

5

[Company Name]

[Please Type]

6

7  
Date: 3/7/00

Glen Harleman  
[Name -- Please Type]

8

9

Glen Harleman

10

4057 Goodwin Avenue

11

Los Angeles, CA 90039

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

13

Name: [Please Type] Glen Harleman

Title: President

14

Address: 4057 Goodwin Avenue, LA, CA 90039

15

Tel. Number: (323) 245-3626

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23 A separate signature page must be signed by each corporation,  
24 individual or other legal entity that is settling with the  
United States.

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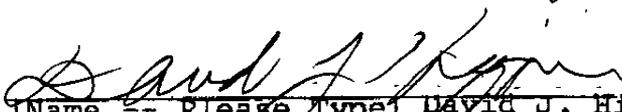
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR David J. Higgins, Admiral Controls, Inc.  
[Company Name] Affiliated Party  
[Please Type]

Date: 2/29/00



[Name -- Please Type] David J. Higgins  
[Title -- Please Type] President  
[Address -- Please Type] Admiral Controls, Inc.  
4516 Cutter St.  
LA, CA 90039

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

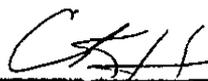
Name: [Please Type] David J. Higgins  
Title: President, Admiral Controls, Inc.  
Address: 4516 Cutter St., LA, CA 90039  
Tel. Number: 323.245.3711

\*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

Date: 2/25/00

  
CREE KOFFORD, as an individual

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

James C. Macdonald, Esq.  
Wood, Smith, Henning & Berman LLP  
Attorneys for Defendant, Access Controls, Inc., of California  
801 South Figueroa St., Ninth Floor  
Los Angeles, CA 90017  
(213) 622-9300

---

\*/ A separate signature must be signed by each corporation, individual or other legal entity that is settling with the United States.

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR LAWRENCE ENGINEERING & SUPPLY, INC.

6  
7 Date: July 14, 1999 Lester C. Lawrence  
8 Lester C. Lawrence  
9 President  
431 1st Road  
Clifton, Kansas 66937

10  
11 Agent Authorized to Accept Service on Behalf of Above-signed  
12 Party:

13 Name: David King, CPA  
14 Title: Agent for Service  
15 Address: King, King & Alleman  
303 North Glenoaks Boulevard  
Suite 756  
Burbank, CA 91502  
16 Tel. No.: (818) 848-5585

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24 \*/ A separate signature page must be signed by each  
25 corporation, individual or other legal entity that is  
26 settling with the United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR LESTER C. LAWRENCE, AN INDIVIDUAL

6  
7 Date: July 14, 1999

Lester C. Lawrence  
8 Lester C. Lawrence  
9 431 1st Road  
10 Clifton, Kansas 66937

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

13 Name: David King, CPA  
14 Title: Agent for Service  
15 Address: King, King & Alleman  
16 303 North Glenoaks Boulevard  
17 Suite 756  
18 Burbank, CA 91502  
19 Tel. No.: (818) 848-5585

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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR DANIEL LEE

6 [Company Name]  
7 [Please Type]

8 *x Daniel A Lee*

9 Date: 2/28/00

10 DANIEL LEE, PAST OWNER & EMPLOYEE OF

11 [Name -- Please Type] A. G. LAYNE

12 [Title -- Please Type] 4578 BRAZIL ST

13 [Address -- Please Type] LOS ANGELES CA 90039

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

16 Name: [Please Type]  
17 Title: \_\_\_\_\_  
18 Address: \_\_\_\_\_  
19 Tel. Number: \_\_\_\_\_

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22 \*./ A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITI Industries, Inc., et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR LEE LIVING TRUST

6 [Company Name]  
7 [Please Type]

8 Date: 2/1/00

9 *Ronald S. Lee*  
10 LEE LIVING TRUST, SHAREHOLDER OF  
11 [Name -- Please Type] A. G. LAYNE  
12 [Title -- Please Type] 4578 BRAZIL ST.  
13 [Address -- Please Type] LOS ANGELES, CA 90039

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

16 Name: [Please Type]  
17 Title: \_\_\_\_\_  
18 Address: \_\_\_\_\_  
19 Tel. Number: \_\_\_\_\_  
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21 \_\_\_\_\_  
22 \*! A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR MICHAEL D. LEE

6 [Company Name]  
7 [Please Type]

8 4578 Brazil St.  
9 Los Angeles, CA

10 Date: 2/10/00

11 *Michael D. Lee*

12 Michael D. Lee/Pres./90039

13 [Name -- Please Type]

14 [Title -- Please Type]

15 [Address -- Please Type]

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

18 Name: [Please Type]  
19 Title: \_\_\_\_\_  
20 Address: \_\_\_\_\_  
21 Tel. Number: \_\_\_\_\_

22 \*/ A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITI Industries, Inc., et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR RONALD LEE

6 [Company Name]  
7 [Please Type]

8 *Ronald S. Lee*

9 Date: 3/1/00

10 RONALD LEE, VICE PRES., CO-OWNER

11 [Name -- Please Type] 4578 BRAZIL ST.

12 [Title -- Please Type]

13 [Address -- Please Type] LOS ANGELES, CA 90039

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

16 Name: [Please Type]  
17 Title: \_\_\_\_\_  
18 Address: \_\_\_\_\_  
19 Tel. Number: \_\_\_\_\_

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22 \* / A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR THEODORE M. LEE

6 [Company Name]  
7 [Please Type]

*Theodore M. Lee*

8 Date: 2/28/00

9 THEODORE M. LEE, CO-OWNER

10 [Name -- Please Type]

11 [Title -- Please Type] 4578 BRAZIL ST

12 [Address -- Please Type] LOS ANGELES CA 90039

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

15 Name: [Please Type]

16 Title:

17 Address:

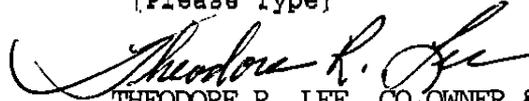
18 Tel. Number:

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22 \* A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR THEODORE R. LEE

6 [Company Name]  
7 [Please Type]

8 

9 Date: 2/28/00

10 THEODORE R. LEE, CO-OWNER & FORMER

11 [Name -- Please Type] PRESIDENT OF A.G. LAYNE  
12 [Title -- Please Type] 4578 BRAZIL ST.  
13 [Address -- Please Type] LOS ANGELES CA 90039

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

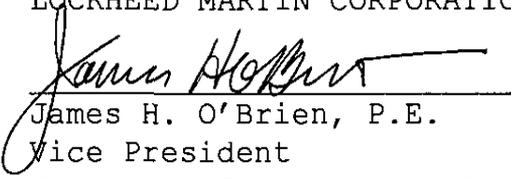
16 Name: [Please Type]  
17 Title: \_\_\_\_\_  
18 Address: \_\_\_\_\_  
19 Tel. Number: \_\_\_\_\_

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22 \* A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

4 FOR LOCKHEED MARTIN CORPORATION

5 Date: March 16, 2000

  
6 James H. O'Brien, P.E.

7 Vice President

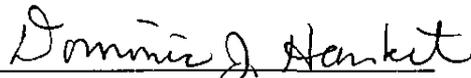
8 Corporate Environment, Health & Safety

9 Lockheed Martin Corporation

7921 Southpark Plaza, Suite 210

Littleton, CO 80120

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



12 Dominic J. Hanket

13 Assistant General Counsel

14 Lockheed Martin Corporation

310 North Westlake Boulevard, Suite 200

15 Westlake Village, CA 91362

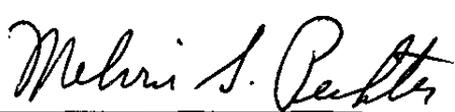
(805) 381-1458

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21 \*/ A separate signature page must be signed by each  
22 corporation, individual or other legal entity that is  
23 settling with the United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR   
Melvin S. Pechter

Date: 2-9-00

  
Melvin S. Pechter  
Secretary Treasurer  
426 W. Magnolia Ave.  
Glendale, CA 91204

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

Name: Aaron Rosen, Esq.  
Title: Attorney  
Address: 5225 Ethel Avenue  
Sherman Oaks, California 91401

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United  
2 States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area  
3 Superfund Site, Glendale North and South OUs.

5 FOR: PETERSON BABY PRODUCTS

8 Dated this 27<sup>th</sup> day of March, 2000



9 Dale T. Brinkman  
10 1205 Dearborn Drive  
Columbus, OH 43085

11 Agent Authorized to accept Service on Behalf of Above-signed Party:

12 **Name:** Dale T. Brinkman

13 **Title** General Counsel

14 **Address:** 1205 Dearborn Drive, Columbus, OH 43085

15 **Tel. No.:** 614-840-3210

16  
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20 \*/ A separate signature page must be signed by each corporation,  
21 individual or other legal entity that is settling with the United States.

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

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FOR Philips Electronics North America Corporation

[Company Name]  
[Please Type]

Date: March 9, 2000



[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
William E. Curran, President  
1251 Avenue of the Americas  
New York, New York 10020-1104

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

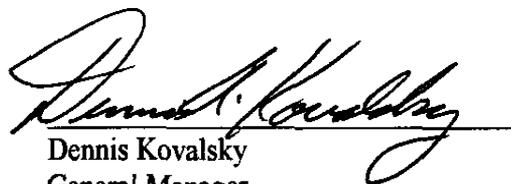
Name: [Please Type] Warren T. Oates, Jr.  
Title: Assistant Secretary  
Address: 1251 Avenue of the Americas, New York, NY 10020-1104  
Tel. Number: 212-536-0620

\* / A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

For: PRC-DeSoto International, Inc.  
(Formerly Courtaulds Aerospace, Inc.)

Date: 2/17/00

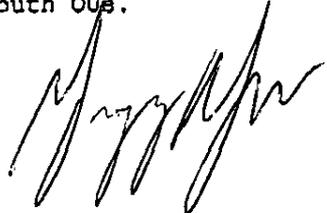
  
Dennis Kovalsky  
General Manager  
5430 San Fernando Road  
Glendale, CA 91209

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

Name: Dennis Kovalsky  
Title: General Manager  
Address: 5430 San Fernando Road  
Tel. Number: Glendale, CA 91209

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.



FOR Prudential  
[Company Name]  
[Please Type]

Date: 2/8/00 Gregg Meyer, Vice President  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

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

Name: [Please Type] Gregg A. Meyer  
Title: VP Prudential Real Estate  
Address: 4 Embarcadero Ctr  
Tel. Number: 415 291 5013 Ste Investors  
2708

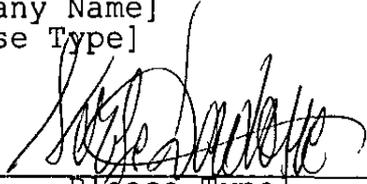
\*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

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FOR Sunland Chemical & Research Co.  
[Company Name]  
[Please Type]

Date: 3-1-2000

  
\_\_\_\_\_  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
Serge Dadone - President  
5447 San Fernando Road West  
Los Angeles, CA 90039

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

Name: [Please Type] Serge Dadone  
Title: President  
Address: 5447 San Fernando Road West, LA, CA 90039  
Tel. Number: (818) 244-9600

\*23 A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITI Industries, Inc, et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR RICHARD TOSHIMA

6 [Company Name]  
7 [Please Type]

8 *Richard Toshima*

9 Date: 3/1/2000

10 RICHARD TOSHIMA, FORMER OWNER &

11 [Name -- Please Type] VICE PRESIDENT

12 [Title -- Please Type] 4578 BRAZIL ST

13 [Address -- Please Type] LOS ANGELES CA 90039

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

16 Name: [Please Type]

17 Title: \_\_\_\_\_

18 Address: \_\_\_\_\_

19 Tel. Number: \_\_\_\_\_

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22 \* / A separate signature page must be signed by each corporation,  
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24 United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR   
Edward L. Wallen

Date: 2-10-00



Edward L. Wallen  
President  
426 W. Magnolia Ave.  
Glendale, CA 9124

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

Name: Aaron Rosen, Esq.  
Title: Attorney  
Address: 5225 Ethel Avenue  
Sherman Oaks, California 91401

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating to  
3 the Crystal Springs, Area Superfund Site, Glendale North and South  
4 OUs.

5 FOR Whittaker Corporation

6  
7 Date: February 16, 2000

  
8 Bennett F. Moore  
9 President  
10 1955 North Surveyor Avenue  
11 Simi Valley, California 93063

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

14 Name: CT Corporation System  
15 Address: 818 West Seventh Street  
16 Los Angeles, California 90017  
17 Tel. Number: 213-627-8252  
18 800-888-9207  
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25 \*/ A separate signature page must be signed by each corporation,  
26 individual or other legal entity that is settling with the United  
27 States.  
28

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR W & W MFG. CO.  
W&W Mfg. Co., Inc.

Date: 6-7-99



Edward L. Wallen  
President  
426 W. Magnolia Ave.  
Glendale, CA 91204

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

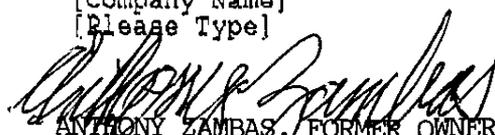
Name: Aaron Rosen, Esq.  
Title: Attorney  
Address: 5225 Ethel Avenue  
Sherman Oaks, California 91401

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITI Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR ANTHONY ZAMBAS

6 [Company Name] \_\_\_\_\_  
7 [Please Type]

8 Date: 3-7-2000



9 ANTHONY ZAMBAS, FORMER OWNER & PRESIDENT

10 [Name -- Please Type] & C.E.O.  
11 [Title -- Please Type] 4578 BRAZIL ST  
12 [Address -- Please Type] LOS ANGELES CA 90039

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

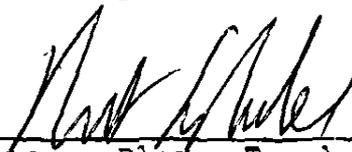
15 Name: [Please Type] \_\_\_\_\_  
16 Title: \_\_\_\_\_  
17 Address: \_\_\_\_\_  
18 Tel. Number: \_\_\_\_\_

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22 \* / A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR ZERO Corporation \*/  
[Company Name]  
[Please Type]

Date: June 18 1999

  
\_\_\_\_\_  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
Robert C. Arzbaecher, Vice President  
P.O. Box 325  
Milwaukee, WI 53007

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

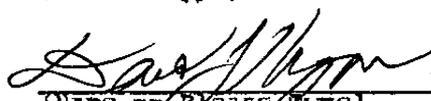
Name: [Please Type] Nancy K. Peterson  
Title: Quarles & Brady LLP  
Address: 411 East Wisconsin Ave., Milwaukee, WI 53202  
Tel. Number: 414-277-5515

\*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR Admiral Controls, Inc.  
[Company Name]  
[Please Type]

Date: February 10, 2000  David J. Higgins, President  
[Name -- Please Type] 4516 Cutter St.  
[Title -- Please Type]  
[Address -- Please Type] Los Angeles, CA 90039

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

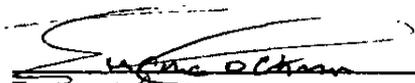
Name: David J. Higgins  
Title: President  
Address: \_\_\_\_\_  
Tel. Number: 4516 Cutter St., L.A. CA 90039  
323 245-3711

\*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v.  
2 ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North  
3 and South OUs.

4  
5 COSMIC INVESTMENTS, INC.

6 Date: 3/27/2000

7   
8 Eugene Cockran  
President  
608 Ruberta Avenue  
Glendale, CA 91201

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

10 Eugene Cockran  
11 President  
608 Ruberta Avenue  
12 Glendale, CA 91201  
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22 \*/ A separate signature page must be signed by each corporation, individual or other legal  
23 entity that is settling with the United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al.,  
3 relating to the Crystal Springs, Area Superfund Site,  
4 Glendale North and South OUs.

5 FOR Datron Inc. \_\_\_\_\_

6 By: Patrick W. Calhoun 2-25-00

7 Patrick W. Calhoun  
8 President  
9 1200 North Glenbrook  
10 Garland, Texas 75040-5095

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

13 Name: CT Corporation System  
14 Title: \_\_\_\_\_  
15 Address: Los Angeles, California  
16 Tel. Number: \_\_\_\_\_

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23 \*/ A separate signature page must be signed by each  
24 corporation, individual or other legal entity that is  
25 settling with the United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR FOTO-KEM IND., INC.  
[Company Name]  
[Please Type]

Date: MARCH 9, 2000

William F. Bronersen  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

WILLIAM F. BRONERSEN  
PRESIDENT  
2800 W. OLIVE AVE, BURBANK CA 91505

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

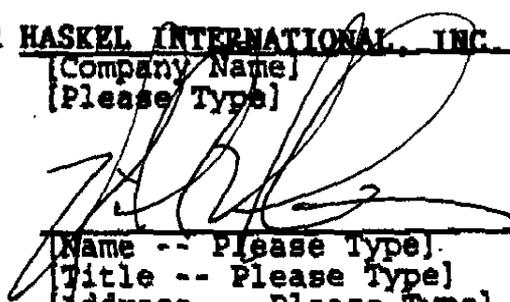
Name: [Please Type] WFB  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. Number: \_\_\_\_\_

\*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

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2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR HASKEL INTERNATIONAL, INC.

[Company Name]  
[Please Type]



6 Date: March 10, 2000

[Name -- Please Type]

[Title -- Please Type]

[Address -- Please Type]

7 Rick Needham, President and CEO  
8 Haskel International, Inc.  
9 100 E. Graham Pl., Burbank, CA 91502

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

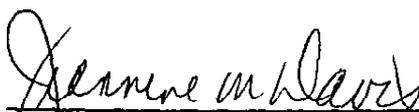
12 Name: Jeffrey M. Smith, Esq.  
13 [Please Type]  
14 Title: Attorney  
15 Address: 5757 Wilshire Blvd., Suite 600, LA., CA 90036  
16 Tel. Number: (323) 954-1106

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22 \* / A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR International Electronic  
6 Research Corporation

7 Date: March 1, 2000



8 Jeannine M. Davis  
9 Secretary  
CTS Corporation  
905 West Blvd. N, Elkhart, IN 46514

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

12 Name: Jeannine M. Davis  
13 Title: Secretary  
14 Address: 905 West Blvd. N, Elkhart, IN 46514  
15 Tel. Number: (219) 293-7511

16  
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22 \* / A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc, et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR ITT Industries, Inc.

6 [Company Name]  
7 [Please Type]

8 *Jane Dobson*

9 Date: 2/10/2000

10 Jane Dobson, Environmental Counsel

11 [Name -- Please Type]

12 [Title -- Please Type]

13 [Address -- Please Type]

14 ITT Industries, Inc.

15 4 West Red Oak Lane

16 White Plains, NY 10604

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

19 Name: [Please Type] Jane Dobson

20 Title: Environmental Counsel - ITT Industries, Inc.

21 Address: 4 West Red Oak Lane, White Plains, NY 10604

22 Tel. Number: 914-641-2148

23 \*/ A separate signature page must be signed by each corporation,  
24 individual or other legal entity that is settling with the  
25 United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

Date: 24 MARCH 2000



Charles Carter Litchfield  
1200 N. Veitch, Suite 100  
Arlington, VA 22201-5818

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

Name: David S. Poole  
Title: Attorney For C. Litchfield  
Address: Poole & Shaffery, LLP  
445 S. Figueroa Street, Suite 2520  
Los Angeles, CA 90071  
Tel. Number: (213) 439-5390

---

\*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

*Barton B. Davis*

FOR Lockheed Martin Librascope Corporation

[Company Name]

[Please Type]

Barton B. Davis

Vice President and General Counsel

9500 Godwin Drive, Manassas, VA 22110

Date:

3/3/2000

[Name -- Please Type]

[Title -- Please Type]

[Address -- Please Type]

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

Name: [Please Type] John J. Allen, Esq.

Title: Sommerschein Nath & Rosenthal

Address: 601 S. Figueroa Street, Suite 1500

Tel. Number: Los Angeles, CA 90017-5704

(213) 623-9300

\*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc., et al,  
3 relating to the Crystal Springs Area 2 Superfund Site,  
4 Glendale North and South OUs.

5 FOR: MAG Investments, Ltd.

6 Date: 3-8-00

  
7 Mel Squires, General Partner  
8 156 West Providencia Avenue  
9 Burbank, CA 91502

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

12 Murray M. Sinclair  
13 Manuwal, Manuwal & Sinclair LLP  
14 Attorneys for MAG Investments LTD  
15 6320 Canoga Avenue, Suite 270  
16 Woodland Hills, CA 91367-2560  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR Pacific Bell Telephone Company, a California  
6 [Company Name] Corporation  
7 [Please Type]

8 Date: 2/21/00

9 *Irene Soto*  
10 [Name -- Irene Soto  
11 [Title -- Regional Manager  
12 [Address -- 2600 Camino Ramon, #3E000U  
13 San Ramon, CA 94583

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

16 Name: Samuel Novell  
17 Title: Area Manager  
18 Address: 485 S. Monroe Street, Rm. 211, San Jose, CA 95128  
19 Tel. Number: (408) 554-7695

20  
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22 \*/ A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

DATE Feb. 20- 2000 FOR THE PETERSON FAMILY TRUST

Margaret R. Peterson  
Margaret R. Peterson, Trustee

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

Richard J. Denney, Jr.  
Attorney  
Denney & Painter LLP  
130 North Brand Boulevard  
Fourth Floor  
Glendale, California 91203  
(818) 500-9030

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

DATE Feb. 20 - 2000 FOR Margaret R. Peterson  
Margaret R. Peterson

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

Richard J. Denney, Jr.  
Attorney  
Denney & Painter LLP  
130 North Brand Boulevard  
Fourth Floor  
Glendale, California 91203  
(818) 500-9030

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South Ous.

FOR: RALPHS GROCERY COMPANY

Date: March 10, 2000



Roger A. Cooke  
Vice President & Assistant Secretary  
1100 West Artesia Boulevard  
Compton, CA 90220

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

Name: CT CORPORATION SYSTEM  
Address: 818 West Seventh Street  
Los Angeles, CA 90017  
Tel. Number (213) 627-8252

\* / A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States



1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v.  
2 ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North  
3 and South OUs.

4  
5 FOR Ranchito Allegra, LLC

6 DATE: March 10, 2000

7 By Clara Saul, Partner  
8 Clara Saul, Partner  
9 2102 Bridgegate Court  
10 Westlake Village, CA 91361

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

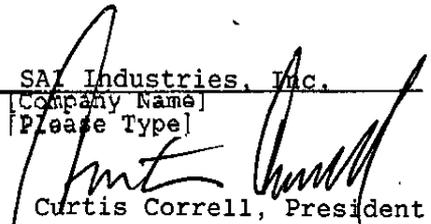
12 Clara Saul  
13 Partner  
14 2101 Bridgegate Court  
15 Westlake Village, CA 91361  
16 (805) 495-8867

17  
18 \_\_\_\_\_  
19 A separate signature page must be signed by each corporation, individual or other legal  
20 entity that is settling with the United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR SAI Industries, Inc.  
[Company Name]  
[Please Type]



Date: February 11, 2000

Curtis Correll, President  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
631 Allen Ave., Glendale, CA

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

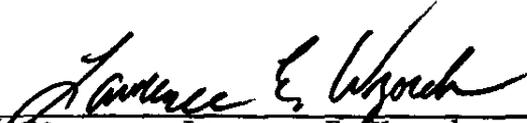
Name: [Please Type]  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. Number: \_\_\_\_\_

\*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR Union Pacific Railroad Company  
6 [Company Name]  
7 [Please Type]

8 Date: March 10, 1999

9   
10 [Name -- Lawrence E. Wzorek  
11 [Title -- Asst. Vice President - Law  
12 [Address -- 1416 Dodge Street, Rm. 830  
13 Omaha, NE 68179

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

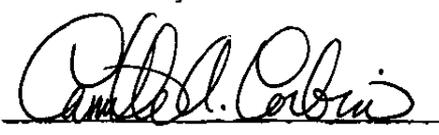
16 Name: [Please Type] Robert M. Grimaila  
17 Title: AVP - Environmental Management  
18 Address: 1416 Dodge Street, Rm. 930, Omaha,  
19 Tel. Number: (402) 271-4344 NE 68179

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22 \*/ A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. IET Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR VICKERS, INCORPORATED

6 Date: 3/13/00



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

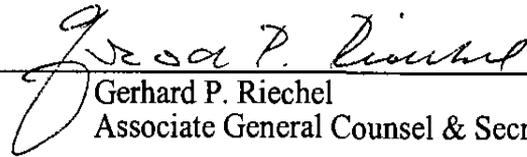
12 Name: Camille A. Corbin  
13 Title: Corporate Attorney, Eaton Corporation  
14 Address: 1111 Superior Avenue, Cleveland, OH 44114  
15 Tel. Number: 216/523-4515

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22 \*/ A separate signature page must be signed by each corporation,  
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24 United States.  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v.  
2 ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North  
3 and South OUs.

4 FOR VOLKSWAGEN OF AMERICA, INC.

5  
6 Date: 2/24/00

7   
Gerhard P. Riechel  
Associate General Counsel & Secretary

8  
9 Agent Authorized to Accept Service on Behalf of Above-signed Party:

10 Name: Gerhard P. Riechel  
11 Title: Associate General Counsel & Secretary  
12 Address: Volkswagen of America  
3800 Hamlin Road  
Auburn Hills, MI 48326  
13 Tel. Number: (248) 340-4785

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26 \*/ A separate signature page must be signed by each corporation, individual or other legal  
27 entity that is settling with the United States.  
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR Walt Disney Pictures and Television

Date: May 27, 1999

*Diane Marx*

Diane Marx  
Assistant Secretary  
500 S. Buena Vista St.  
Burbank, CA 91521-0580

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

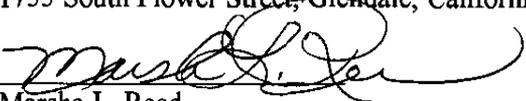
Name: [Please Type]  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. Number: \_\_\_\_\_

/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIDNGED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc., et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

FOR: Walt Disney World Co.  
640 Paula Avenue, Glendale, California  
and  
1733 South Flower Street, Glendale, California

Date: February 16, 2000

  
Marsha L. Reed  
Assistant Secretary  
500 S. Buena Vista St.  
Burbank, CA 91521-0105

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

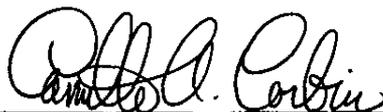
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. Number: \_\_\_\_\_

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. ITT Industries, Inc. et al., relating to the Crystal Springs, Area Superfund Site, Glendale North and South OUs.

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FOR AEROQUIP CORPORATION

Date: 3/13/00



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

Name: Camille A. Corbin  
Title: Corporate Attorney, Eaton Corporation  
Address: 1111 Superior Avenue, Cleveland, OH 44114  
Tel. Number: 216/523-4515

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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. ITT Industries, Inc. et al., relating  
3 to the Crystal Springs, Area Superfund Site, Glendale North and  
4 South OUs.

5 FOR Joseph F. Bangs, dba Bangs Manufacturing Co.

6 [Company Name]  
7 [Please Type]

8 Date: March 1, 2000

9 *Doris B. Bangs*  
10 [Name -- Please Type]  
11 [Title -- Please Type]  
12 [Address -- Please Type]

13 Joseph F. Bangs, by Doris B. Bangs under power  
14 of attorney - Owner  
15 1601 West Burbank Blvd., Burbank, CA 91506

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

18 Name: [Please Type] Monte Anderson  
19 Title: Foreman  
20 Address: 1601 West Burbank Blvd., Burbank, CA 91506  
21 Tel. Number: (818) 845-3528

22 \* / A separate signature page must be signed by each corporation,  
23 individual or other legal entity that is settling with the  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

UNITED STATES OF AMERICA, and the )	)
STATE OF CALIFORNIA, on behalf of the )	)
California Department of Toxic Substances )	)
Control, )	) Case No. CV 99-00552 MRP (ANx)
Plantiffs, )	)
v. )	) [PROPOSED] ORDER RE:
ITT INDUSTRIES, INC., <i>et al.</i> , )	) LODGING OF JOINT
Defendants. )	) STIPULATION TO AMEND
_____ )	) CONSENT DECREE

IT IS HEREBY ORDERED that:

The Joint Stipulation to Amend Consent Decree shall be lodged with the Court for a period of not less than 30 days from date of publication of a notice of lodging in the Federal Register soliciting public comment in accordance with 28 C.F.R. § 50.7. After the United States has received and considered any public comments, the United States shall file a motion and a proposed order requesting further action from the Court.

IT IS SO ORDERED.

Dated: May \_\_\_\_, 2013

\_\_\_\_\_  
 JUDGE MARIANA R. PFAELZER  
 UNITED STATES DISTRICT JUDGE