



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9
75 Hawthorne Street
San Francisco, CA 94105-3901**

IN THE MATTER OF:

Casmalia Disposal Site
Santa Barbara County, California

Proceeding under Section 122(g)(4) of the
Comprehensive Environmental Response,
Compensation, and Liability Act of 1980 as
amended, 42 U.S.C. § 9622(g)(4)

U.S. EPA Docket No. 99-02(c)(Supp)(2)

**ADMINISTRATIVE
SETTLEMENT AGREEMENT
AND ORDER ON CONSENT -
DE MINIMIS CONTRIBUTORS**

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I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("CERCLA"), 42 U.S.C. §9622(g)(4), to reach settlements in actions under Sections 106 or 107 of CERCLA, 42 U.S.C. §9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of U.S. EPA by Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within Region IX, this authority has been delegated to the Superfund Division Director by Regional Order No. 1290.21-A, entitled "De Minimis Settlements", dated November 23, 1998. This Consent Order is also entered into pursuant to the authority of the United States on behalf of the United States Fish and Wildlife Service ("FWS"), United States Department of Interior ("DOI"); the National Oceanic and Atmospheric Administration ("NOAA"), United States Department of Commerce ("Commerce"); and the United States Department of the Air Force ("Air Force"), all of whom, by Executive Order 12580, as amended by Executive Order 13016, 61 Fed. Reg. 45872 (August 30, 1996), have been delegated with the authority vested in the President as Federal Trustees for natural resources that may have been, or in the future may be, injured by the release of hazardous substances at or from the Casmalia Resources Hazardous Waste Management Facility.

2. This Consent Order is issued to the persons, corporations or other entities identified in Appendix A ("Respondents") and the departments, agencies and instrumentalities of the United States identified in Appendix B ("Settling Federal Agencies"). Each Respondent and Settling Federal Agency ("Settling Party") agrees to undertake all actions required by this Consent Order.

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Each Settling Party further consents to and will not contest the United States' jurisdiction to issue this Consent Order or to implement or enforce its terms.

3. The United States and Settling Parties ("Parties") agree that the actions undertaken by Settling Parties in accordance with this Consent Order do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or the Determinations contained in Sections IV (Statement of Facts) and V (Determinations), respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties, as more precisely described in the terms of this Consent Order, are:

- a. to reach a final settlement among the Parties with respect to the former Casmalia Resources Hazardous Waste Management Facility (more precisely defined as "Site", below), pursuant to Section 122(g) of CERCLA, 42 U.S.C. §9622(g) ("De minimis settlements"), that allows Settling Parties to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. §6973, for injunctive relief with regard to the Site, and for response costs and, for some parties, Natural Resource Damages, incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;
- b. to provide Settling Parties with two options for resolution of such liability: Settlement Option A, for which the Settling Parties pay a greater premium and that affords greater finality (including, for example, a covenant not to sue for Natural Resource Damages and for response costs incurred and to be incurred by the Federal Trustees at or in connection with the Site); and Settlement Option B, for which the Settling Parties pay a lower premium and that contains less finality and greater risks for the Settling Parties. The terms of Options A and B are more fully described within.

- c. to resolve the claims of the Respondents that could have been asserted against the United States with regard to the Site;
- d. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties "PRPs") from further involvement at the Site;
- e. to obtain settlement with Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons; (not including the California Department of Toxic Substances Control, the California Regional Water Quality Control Board, Central Coast Region or the California Department of Fish and Game), and with respect to Settling Parties that elect Settlement Option A, response costs incurred by the Federal Trustees; and
- f. to provide for full and complete contribution protection for Settling Parties with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Order, including the attached appendices, that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

"Air Force" shall mean the United States Department of the Air Force and any successor departments, agencies, or instrumentalities of the United States.

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

"Commerce" shall mean the United States Department of Commerce and any successor departments, agencies, or instrumentalities of the United States.

"Consent Order" or "Order" shall mean this Administrative Order on Consent and

all appendices attached hereto (listed in Section XVII). In the event of conflict between this Consent Order and any appendix, this Consent Order shall control.

"Day" shall mean a calendar day. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or a federal holiday, the period shall run until the close of business on the next working day.

"DOI" shall mean the United States Department of the Interior and any successor departments, agencies, or instrumentalities of the United States.

"Escrow Account" shall mean the escrow account for the Site, which was established pursuant to the Consent Decree entered by the United States District Court for the Central District of California on June 27, 1997 in United States of America v. ABB Vetco Gray Inc. et al., Civ. No. CV 96-6518-KMW (JGx)("Casmalia Consent Decree"). The Escrow Account holds money collected, inter alia, from this and other settlements and enforcement activities, and which shall be used for response actions at and concerning the Site.

"Escrow Trustee" shall mean the trustee of the Escrow Account.

"Federal Trustees" shall mean DOI, Commerce, and the Air Force.

"Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. §9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. §9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. §9601(16).

"Natural Resource Damages" means damages, including costs of damages assessment, recoverable under Section 107 of CERCLA, 42 U.S.C. §9607, for injury to, destruction of, or loss of any and all Natural Resources at the Site.

"Paragraph" shall mean a portion of this Consent Order identified by an Arabic Numeral.

"Parties" shall mean the United States, on behalf of the Federal Trustees, the U.S. EPA,

and the Settling Parties.

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

"Respondents" shall mean those persons, corporations, or other entities listed in Appendix A in connection with the facility or facilities specified therein.

"Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA 42 U.S.C. §9601 (25).

"Section" shall mean a portion of this Consent Order identified by a Roman numeral.

"Settling Federal Agencies" shall mean those departments, agencies or instrumentalities of the United States Government listed in Appendix B in connection with the facility or facilities specified therein.

"Settling Parties" shall mean both the "Respondents" listed in Appendix A and the "Settling Federal Agencies" listed in Appendix B.

"Site" shall mean the former Casmalia Resources Hazardous Waste Management Facility ("facility"), encompassing approximately 252 acres, located approximately ten (10) miles southwest of Santa Maria and one and a half miles north of Casmalia in Santa Barbara County, California, and depicted generally on the map attached at Appendix C. Site shall also include the areal extent of contamination that is presently located in the vicinity of the Casmalia facility and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action(s) and any areas to which such contamination migrates.

"United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

"U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

"U.S. EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. §9507.

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IV. STATEMENT OF FACTS

6. Paragraphs 7 through 25 below contain a summary of the Site background as alleged by U.S. EPA which, for purposes of this Consent Order, the Settling Parties neither admit nor deny.

7. The Site encompasses (among other areas, as defined above) the former Casmalia Resources Hazardous Waste Management Facility, an inactive commercial hazardous waste treatment, storage, and disposal facility, which accepted large volumes of hazardous substances from 1973 to 1989. Located on a 252-acre parcel in Santa Barbara County, California, the former Casmalia Resources Hazardous Waste Management Facility consists of six landfills, numerous surface impoundments, disposal trenches, injection wells, waste spreading areas and tank treatment systems.

8. The location of the Site is near the southern end of the Casmalia Hills in the Santa Maria Basin of coastal California, approximately ten (10) miles southwest of the town of Santa Maria and one and a half miles north of the town of Casmalia. The now defunct facility is situated within the Shuman Canyon drainage sub-basin on a southern facing slope traversed by three small canyons. Casmalia Creek, about 500 feet west, is the surface water body nearest to the abandoned facility. This creek flows to the southwest to join Shuman Creek about one mile southwest of the town of Casmalia. Shuman Creek continues southward and westward, discharging eventually into the Pacific Ocean.

9. Hazardous substances, within the definition of CERCLA Section 101(14) have been, or are threatened to be, released at or from the Site. These hazardous substances include a wide variety of organic and inorganic compounds.

10. During the facility's sixteen (16) years of operation, the owner(s)/operator(s) accepted approximately 4.453 billion pounds of documented liquid and solid wastes from thousands of generators, including numerous large and small private businesses and

federal, state, and local governmental entities.

11. From 1980 to 1989, the facility had interim status pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6925(e), by operation of law. Because of continuing deficiencies in facility operations, no final RCRA permit was granted. The facility has not been closed adequately in accordance with the requirements of RCRA.

12. In late 1989, the owner(s)/operator(s) ceased accepting off-Site waste shipments to the facility and, in the early 1990s, the owner(s)/operator(s) stopped all active efforts to properly close and remediate the facility, asserting that they had insufficient monies to pay for closure or remediation.

13. The facility's closure fund, the RCRA Closure/Postclosure Fund, set aside by the facility's owner(s)/operator(s) as financial assurance to meet RCRA requirements, is insufficient to pay for the costs of closure and post-closure activities at the Site.

14. After the facility's owner(s)/operator(s) ceased accepting off-Site waste, the owner(s)/operator(s) curtailed facility maintenance activities, and Site conditions deteriorated and became unstable.

15. As a result of the release or threatened release of hazardous substances, U.S. EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. §9604, and will undertake response actions in the future. In August 1992, U.S. EPA commenced a removal action under CERCLA to implement certain Site stabilization actions, prevent further deterioration of Site conditions, and control the most immediate threats. The Site continues to pose an imminent and substantial endangerment within the meaning of Section 106 of CERCLA, 42 U.S.C. §9606, and Section 7003 of RCRA, 42 U.S.C. §6973.

16. In performing these response actions, U.S. EPA has incurred and will continue to incur response costs at or in connection with the Site. As of August 1, 1999, U.S. EPA had incurred at least \$19.19 million in response costs at this Site.

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17. Because the owner(s)/operator(s) have failed to perform sufficient closure and remediation activities at the Site, in March 1993, U.S. EPA, under CERCLA and RCRA authorities, notified a group of approximately sixty-five (65) waste generators, representing some of the parties that arranged for disposal of the largest quantities of hazardous substances at the Site, of their potential liability for Site remediation. Approximately fifty-four (54) of the first sixty-five (65) notified generators formed the Casmalia Steering Committee ("CSC"). U.S. EPA negotiated with the CSC and other PRPs to secure implementation of response actions at or in connection with the Site.

18. On September 17, 1996, the United States filed a complaint against the CSC pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. §6973, seeking cleanup of the facility and payment of certain response costs incurred by the U.S. EPA and the United States Department of Justice ("U.S. DOJ") in connection with the Site. On this same date, the United States lodged the Casmalia Consent Decree in the Central District of California, United States District Court, resolving the claims in that complaint. On June 27, 1997, the Court entered the Casmalia Consent Decree.

19. The Casmalia Consent Decree establishes a comprehensive framework in which to address: (1) the remediation of the Site to protect public health, welfare and the environment from the release or threatened release of hazardous substances at the Site; and (2) the performance and financing of the response actions to be undertaken at the Site. The Casmalia Consent Decree contemplates that a significant portion of the work at the Site will be paid for by funds obtained through future enforcement efforts, including, but not limited to, settlements such as this de minimis Consent Order, and various enforcement and settlement efforts directed toward the prior owner(s)/operator(s) of the Site and other PRPs.

20. On November 26, 2002, the District Court for the Central District of California entered two Consent Decrees pertaining to the Site: one entered into by Casmalia Resources, Hunter Resources and the estate of Kenneth H. Hunter, Jr. (the "Hunter Parties"), who have paid \$6.957 million and agreed to transfer certain real property to an entity to be identified later by

the U.S. EPA, and the other entered into by the State of California, which has paid \$15 million. Neither the Hunter Parties nor the State of California admitted liability and both Consent Decrees provide contribution protection. On June 29, 2006, U.S. EPA entered into an agreement with assorted limited partners of Kenneth H. Hunter, Jr. ("Castagnola Parties"). Under this agreement, the Castagnola Parties have paid U.S. EPA \$400,000. The Castagnola Parties did not admit liability, and the agreement provides contribution protection.

21. In October 1998 U.S. EPA began notifying de minimis PRPs of their potential liability in connection with the Site and providing settlement offers to them. Notice and an opportunity to settle were offered to approximately 1,300 parties at different times during 1999 and 2000. The Settling Parties are among those parties that received notice and the opportunity to settle. U.S. EPA may enter into additional settlements such as this one with other de minimis PRPs in the future with respect to this Site.

22. Information currently known to U.S. EPA indicates that each Respondent listed on Appendix A and each Settling Federal Agency listed on Appendix B arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such Respondent or Settling Federal Agency, by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent or Settling Federal Agency.

23. Information currently known to U.S. EPA indicates that each Respondent listed on Appendix A and each Settling Federal Agency listed on Appendix B contributed less than 2,843,000 pounds of materials containing hazardous substances to the Site, and the hazardous substances contributed by each Settling Party to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. The volume of materials attributed by U.S. EPA to each Respondent or Settling Federal Agency is specified in Appendix A or B, respectively. Appendix D, entitled Contaminants List, provides a list of contaminants identified to date at the Site.

24. An estimate of the total cost of response actions at the Site has been developed for

this and future de minimis settlements, enforcement activities, and other purposes ("1999 Cost Estimate"). The 1999 Cost Estimate (which does not include response costs to be incurred by the Federal Trustees or by the State Regulatory Entities and the State Trustee) is \$284 million, which includes \$12 million that was, at the time of the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. The payment required to be made by each Settling Party pursuant to this Consent Order is a minor portion of this total amount. The required payment (for Settlement Option A or B) for each Respondent or Settling Federal Agency is specified in Appendix A or B, respectively.

25. Information currently known to the United States indicates the presence of one or more Natural Resources at or near the Site which may have been, or which may be, injured by release(s) of hazardous substances or which may have been or which may be injured by response actions. U.S. EPA shall seek to coordinate assessments, investigations and planning with the Federal Natural Resource Trustees pursuant to CERCLA Section 104(b)(2), 42 U.S.C. § 9604(b)(2).

V. DETERMINATIONS

26. Based upon the Statement of Facts set forth above and on the administrative record for this Site, U.S. EPA and the United States, on behalf of the Federal Trustees, have determined that:

- a. the Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. §9601(9).
- b. each Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. §9601(21).
- c. each Settling Party is potentially liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a), and is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. §9622(g)(1).
- d. there has been an actual or threatened "release" of a "hazardous substance" from

the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. §9601(22) and (14).

- e. the actual or threatened release of a hazardous substance from the Site caused and may cause the incurrence of response costs and may have injured, or may injure, Natural Resources within the meaning of Section 107(a) of CERCLA, 42 U.S.C. §9607(a).
- f. prompt settlement is "practicable" and in the "public interest" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. §9622(g)(1).
- g. as to each Settling Party, this Consent Order involves only a minor portion of the total response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. §9622(g)(1).
- h. the amount of hazardous substances and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. §9622(g)(1)(A).

VI. ORDER

27. Based upon the administrative record for the Site and the Statement of Facts and the Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. SETTLEMENT OPTIONS

28. Settling Parties may choose between Settlement Options A and B as set forth in this Section and in Sections XII, XIII, and XV. Except where this Consent Order specifies particular Sections or Paragraphs as pertaining to Option A or B, in which case those provisions apply only to Settling Parties that elect Option A or B, respectively, all other terms of this Consent Order apply equally to all Settling Parties, regardless of which settlement option they choose.

29. General Description of Options

a. As between the two settlement options, Settlement Option A is designed to provide Settling Parties with a higher degree of finality and certainty. Under Settlement Option A, the payment includes an amount for (i) past costs incurred at or in connection with the Site; (ii) projected future response costs to be incurred at or in connection with the Site; and (iii) a premium to cover the risks and uncertainties associated with this settlement, including, but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any other person, (not including the California Department of Toxic Substances Control, the California Regional Water Quality Control Board, Central Coast Region or the California Department of Fish and Game), will exceed the estimated total response costs upon which Settling Parties' payments are based. The premium for Settlement Option A is 100%. Pursuant to Section XII, Settling Parties that choose Option A will receive more protective covenants (including a covenant not to sue for Natural Resource Damages and Federal Trustees' response costs), and these Option A covenants have more limited reservations.

b. Under Settlement Option B, which offers less finality than Settlement Option A, the premium is 50%. Pursuant to Section XIII, Settling Parties that choose Option B do not receive a covenant not to sue for Natural Resource Damages or Federal Trustees' response costs and risk liability for additional future payments.

30. Calculation of Payment

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a. Each Settling Party's payment is based on its share, by weight, of the estimated total response costs incurred or to be incurred at or in connection with the Site.

b. For Settling Parties that elect Settlement Option A, the settlement payment formula is based on estimated Site costs of \$272,163,417. This figure includes an estimated \$271.9 million that have been or will be incurred by U.S. EPA for response actions at the Site and by the CSC for response actions at the Site, as required by the Casmalia Consent Decree. This figure also includes an estimate of \$263,417 for certain response costs that will be incurred by the Federal Trustees at the Site. A portion of the money paid by Settling Parties that elect Option A will be provided to the Federal Trustees to perform activities that support both the response action and the assessment of potential injuries to natural resources in accordance with CERCLA Sections 104(b)(2), 107(f)(1) and 122(j)(2), 42 U.S.C. §§ 9604(b)(2), 9607(f)(1) and 9622(j)(2).

c. For Settling Parties that elect Settlement Option B, the settlement payment formula is based on estimated Site costs of \$271.9 million. This figure does not include an estimate for any response costs that will be incurred by the Federal Trustees.

d. Each payment amount includes a premium to cover the risks and uncertainties associated with this settlement. The premium (100% for Option A, 50% for Option B) is applied to each Settling Party's volumetric share of all estimated "non-fixed Site costs" but is not applied to U.S. EPA's and the CSC's calculation of "fixed Site response costs," which are essentially costs that have already been incurred. Specifically, fixed Site response costs include \$16.38 million in Past Response Costs (as defined in the Casmalia Consent Decree) incurred by the United States between March 1, 1992 and July 22, 1997, and response costs of \$2.81 million incurred by the United States between July 23, 1997 and August 1, 1999 (the date U.S. EPA selected as the "cutoff" for the calculation of costs that have already been incurred for purposes of the cost estimate used for this

Consent Order and future enforcement efforts). Fixed Site response costs also include response costs of \$13.68 million incurred by the CSC for response actions between April 1993 and August 1998 for Phase 1 Work in accordance with the Casmalia Consent Decree. U.S. EPA's and the CSC's fixed response costs together total \$32.86 million. Under either settlement option the premium is not assessed against this \$32.86 million. Under either settlement option, the premium is applied to U.S. EPA's and the CSC's "non-fixed" estimated Site response costs, or estimated response costs incurred and to be incurred at the Site after August 1, 1999. This amount totals \$239.07 million. Under Option A, the 100% premium is also applied to estimated non-fixed Site response costs of \$263,417 to be incurred by the Federal Trustees, described in subparagraph b, above.

e. The mathematical formula for calculating each Settling Party's payment amount under Option A is as follows:

Your company's or organization's <u>Waste Quantity</u> Total Site Waste Quantity 4.453 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	+	Natural Resources Trustees' Costs \$263,417	X	Premium (100%) 2.0	=	Payment Amount
Your company's or organization's <u>Waste Quantity</u> Total Site Waste Quantity 4.453 Billion lbs.	X	Fixed Site Response Costs \$32.86 Million	+			[No Premium Assessed]	=	

f. The mathematical formula for calculating each Settling Party's payment amount

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under Option B is as follows:

Your company's or Organization's Waste Quantity		Non-Fixed Site Response			
Total Site Waste Quantity	X	Costs		X	Premium (50%)
Waste Quantity 4.453 Billion lbs.		\$239.07 Million			1.5
Your company's or			+	=	Payment Amount
Organization's Waste Quantity	X	Fixed Site Response Costs			
Total Site Waste Quantity 4.453 Billion lbs.		\$32.86 Million			[No Premium Assessed]

g. Each Settling Party's payment amount for Settlement Option A is set forth in Column A opposite that Settling Party's name on Appendix A, for Respondents, and Appendix B, for Settling Federal Agencies. Each Settling Party's payment amount for Settlement Option B is set forth in Column B opposite that Settling Party's name on Appendix A, for Respondents, and Appendix B, for Settling Federal Agencies.

VIII. PAYMENT

31. Signature and Payment by Respondents

a. Each Respondent has submitted to U.S. EPA a fully and properly executed original signature page for this Consent Order, electing either Settlement Option A or Settlement Option B, and paid to the Escrow Account the payment specified for that Respondent in the appropriate column (i.e., Column A for Option A, Column B for Option B) opposite that Respondent's name in Appendix A in accordance with the instructions provided in

Paragraph 34(a).

32. Signature and Payment by Settling Federal Agencies

a. Each Settling Federal Agency has submitted a fully and properly executed original signature page, bearing the original signature of an authorized representative of the Settling Federal Agency, electing either Settlement Option A or Settlement Option B, for this Consent Order to:

Casmalia Case Team
U.S. EPA Region IX
75 Hawthorne Street (SFD-7)
San Francisco, California 94105-3901

b. As soon as reasonably practicable after the effective date of this Consent Order, the United States, on behalf of the Settling Federal Agencies, shall pay the amounts specified for the Settling Federal Agencies in Appendix B, based on the Settling Federal Agencies elections of Settlement Options A or B, in one or more payment(s). Such payment(s) shall be made and evidence of such payment(s) shall be sent as provided in Paragraph 34(b). The Parties to this Consent Order recognize and acknowledge that the payment obligations of the Settling Federal Agencies under this Consent Order can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Order shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other applicable provision of law.

33. Payment Provisions

a. Payment by Respondents. Each Respondent made payment by one of the following methods:

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(i) By Cashier's or Certified Check

Cashier's check or certified check, made payable to "Smith Barney as Custodian for Casmalia Resources Site" mailed to the following address:

Sally A. Fisher
The Fisher Group
First Vice President-Wealth Management
Smith Barney
1111 Northshore Dr # N-160
Knoxville, TN 37919
Re: Casmalia Custody Account

Please include a completed Payment Invoice.

(ii) By Wire Transfer

Funds wired to: Citibank, N.A.
ABA: 021000089
FBO: Citigroup Global Markets/Smith Barney
A/C: 30604518
New York, NY 10004
Further Credit to: 726-71330-10
Ref: Casmalia Resources Site
Payor: the name of the Settling Party exactly as it appears at the top of the "Consent and Authorization" page.

Any payments received by the Escrow Account after 5:00 p.m. Pacific Time will be credited on the next business day. At the time of payment, each Respondent submitted a copy of the completed Payment Invoice to:

Casmalia Case Team
U.S. EPA Region IX
75 Hawthorne Street (SFD-7)
San Francisco, California 94105-3901

- b. Payment by Settling Federal Agencies. The United States, on behalf of the Settling Federal Agencies, shall pay the amounts specified for the Settling Federal Agencies in Appendix B to the Consent Order by one or more check(s) or wire transfer(s) to "Smith Barney as Custodian for Casmalia Resources Site" at the addresses noted in Paragraph 34(a)(i)-(ii). At the time of payment, the

United States, on behalf of the Settling Federal Agencies, shall submit documentation that payment of the amounts owed on behalf of the Settling Federal Agencies has been made to:

Casmalia Case Team
U.S. EPA Region IX
75 Hawthorne Street (SFD-7)
San Francisco, California 94105-3901

35. Refunds from the Escrow Account. In the event that this Consent Order does not become effective, then U.S. EPA shall direct the Escrow Trustee, within thirty (30) days of receipt of notice of such event from U.S. EPA, to refund the Settling Parties' payment(s). Any refunds made under this Paragraph shall include the interest accrued on the payment, if any, minus a *pro rata* share of the costs of administering the Escrow Account to that date and taxes payable by the Escrow Trustee.

36. Disqualification. If at any time prior to the effective date of this Consent Order, U.S. EPA determines, in its sole and unreviewable discretion, that one or more of the statements of facts made in Paragraph 23 or the determinations made in Subparagraphs 26(g) or (h) no longer apply(ies) to a Settling Party, such Settling Party shall be disqualified from participation in this settlement, and the Escrow Trustee shall, within thirty (30) days of receipt of written notification by U.S. EPA of such disqualification, refund such Settling Party's payment.

IX. FAILURE BY RESPONDENTS TO MAKE TIMELY PAYMENTS

37. Interest on Late Payments

- a. Because all Respondents electing Settlement Option A have remitted payment in full as required by Paragraph 31 prior to the effective date of this Consent Order, no Interest shall accrue on any such payment.
- b. Respondents electing Settlement Option B who fail to pay their share of increased costs as set forth in Paragraph 53 shall pay Interest on the unpaid balance, commencing on the date that payment is due and accruing through the date of the payment.

- c. Interest shall be paid by a separate check in the amount of the Interest owed and shall be sent simultaneously with the payment required in paragraph 53. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in paragraph 34(a) (Payment Provisions).

38. Stipulated Penalties and Disqualification

- a. In addition to the Interest required by Paragraph 37, if a Respondent electing Settlement Option B fails to remit the payment required by Paragraph 53 when due, then that Respondent shall also pay stipulated penalties to U.S. EPA of \$1,000 per day for each day that the payment is late.
- b. Penalties shall begin to accrue from the day when payment by a Respondent is due pursuant to Paragraph 53 and shall continue to accrue until all payments required by this Consent Order for that Respondent have been paid in full (e.g., when all payments, Interest, and stipulated penalties are paid in full). Penalties shall accrue regardless of whether U.S. EPA or the Escrow Trustee has notified the Respondent of a violation.
- c. Interest on penalties shall begin to accrue on the unpaid balance at the end of thirty (30) days from the date that payment was due under Paragraph 53.
- d. Stipulated penalties due to U.S. EPA shall be paid contemporaneously with the payment of the amount required by Paragraph 53 and the Interest thereon required by Paragraph 37. However, stipulated penalties, including any Interest owed on the stipulated penalties pursuant to subparagraph c of this Paragraph, shall be paid by a separate certified or cashiers check made payable to "U.S. EPA Hazardous Substances Superfund," and shall be mailed to:

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U.S. EPA - Region IX
Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment and U.S. EPA Regional Site Spill ID Number 09-3H.

- e. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Order.
- f. Notwithstanding any other provision of this Section, the United States may, in its sole and unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Order.

39. The releases and covenants set forth in Sections XII, XIII and XIV and the contribution protection set forth in Section XV are conditional upon compliance with all the terms of this Consent Order, including - for Respondents electing Settlement Option B - payment pursuant to Paragraph 53.

40. If U.S. EPA or U.S. DOJ brings an action to enforce this Consent Order against Respondent(s), such Respondent(s) shall reimburse the U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.

41. In addition to payments made under this Section, if any Respondent fails to make full payment as required, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. §9622(l), for failure to make timely payment.

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X. FAILURE BY SETTLING FEDERAL AGENCIES TO MAKE TIMELY PAYMENTS

42. Interest on Late Payments

- a. If the United States, on behalf of the Settling Federal Agencies, fails to remit the payment(s) required by Paragraph 32 within ninety (90) days of the effective date of this Consent Order, then the United States, on behalf of the Settling Federal Agencies, shall pay Interest on the unpaid balance, commencing on the ninety-first (91st) day from the effective date of this Consent Order and accruing through the date of the payment(s).
- b. Interest shall be paid by a separate check in the amount of the Interest owed and shall be sent simultaneously with the payment required by Paragraph 32. Payment of Interest shall be made and a copy of the check shall be sent as provided in Paragraph 34(b).

43. If the full payment required of the Settling Federal Agencies is not made as soon as reasonably practicable, as required by Paragraph 32, the Hazardous Waste Branch Chief of U.S. EPA Office of Regional Counsel, Region IX, may raise the issue of non-payment to the appropriate U.S. DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Consent Order, U.S. EPA and U.S. DOJ have agreed that they will resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

XI. CERTIFICATION OF SETTLING PARTY

44. By signing this Consent Order, each Settling Party certifies, individually, that it has no reason to disagree with U.S. EPA's determinations that such Settling Party: (a) contributed less than 2,843,000 pounds of waste sent to the Site; and (b) contributed waste of minimal toxic or other hazardous effects in comparison to other hazardous substances at the Site. A list of

contaminants identified to date at the Site is attached as Appendix D.

XII. COVENANTS AND RESERVATIONS OF RIGHTS BY UNITED STATES FOR SETTLEMENT OPTION A

45. In consideration of the payments that have been made by Respondents that have elected to settle under the provisions of Settlement Option A ("Option A Respondents") under the terms of this Consent Order, and except as specifically provided in Paragraphs 47 and 48 (reservations of rights by United States) of this Consent Order, the United States hereby covenants not to sue or to take administrative action against any of the Option A Respondents pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§9606(a) or 9607(a), and Section 7003 of RCRA, 42 U.S.C. §6973, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the Federal Trustees. With respect to present and future liability, this covenant shall take effect upon the effective date of this Consent Order as set forth in Section XX (Effective Date). With respect to each Option A Respondent, individually, this covenant is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Consent Order; and b) the veracity of any information provided to U.S. EPA by Respondent relating to Respondent's involvement with the Site. This covenant not to sue extends only to Option A Respondents and does not extend to any other person.

46. In consideration of the payments that will be made on behalf of Settling Federal Agencies that have elected to settle under the provisions of Settlement Option A ("Option A Settling Federal Agencies") under the terms of this Consent Order, and except as specifically provided in Paragraphs 47 and 48 (reservations of rights by United States) of this Consent Order, U.S. EPA and the United States, on behalf of the Federal Trustees, hereby covenant not to take administrative action against any of the Option A Settling Federal Agencies pursuant to

Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§9606 or 9607, and Section 7003 of RCRA, 42 U.S.C. §6973, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the Federal Trustees. This covenant not to take administrative action shall take effect with respect to each Option A Settling Federal Agency identified in Appendix B upon the receipt of the payment required of the United States, on behalf of that Settling Federal Agency, pursuant to Paragraph 32 of this Consent Order. With respect to each Option A Settling Federal Agency, individually, this covenant not to take administrative action is conditioned upon: a) the satisfactory performance by such Settling Federal Agency of all of its obligations under this Consent Order; and b) the veracity of any information provided to U.S. EPA by such Settling Federal Agency relating to its involvement with the Site. This covenant not to take administrative action extends only to Option A Settling Federal Agencies, and their successors, and does not extend to any other person.

47. General Reservations. The covenants by the United States set forth in Paragraphs 45 and 46 of this Consent Order do not pertain to any matters other than those expressly specified in Paragraphs 45 and 46. The United States reserves, and this Consent Order is without prejudice to, all rights against Option A Respondents, and U.S. EPA and the United States, on behalf of the Federal Trustees, reserve, and this Consent Order is without prejudice to, all rights against the Option A Settling Federal Agencies, with respect to all matters not expressly included within the covenants by the United States in Paragraphs 45 and 46. This reservation includes, but is not limited to:

- a. liability for failure to meet a requirement of this Consent Order;
- b. criminal liability;
- c. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the

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transportation, treatment, storage or disposal of a hazardous substance or a solid waste, as defined by Section 1004 (27) of the Resource Conservation and Recovery Act, as amended (RCRA), 42 U.S.C. §6903(27), at or in connection with the Site by that Settling Party after the signature of this Consent Order by the Option A Settling Party; and

- d. liability arising from the past, present, or future disposal, release, or threat of release of a hazardous substance or a solid waste at the Site originating from a facility owned or operated by a Settling Party and not specified in Appendix A (for Respondents) or B (for Settling Federal Agencies).

Except as provided in paragraph 56, the United States reserves, and this Consent Order is without prejudice to, all rights of the United States against persons who are not Settling Parties.

48. Reservation Concerning De Minimis Status. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Option A Respondent, and U.S. EPA and the United States, on behalf of the Federal Trustees, reserve the right to institute administrative proceedings against any individual Option A Settling Federal Agency, respectively, seeking to compel that Settling Party to perform response actions relating to the Site, and/or to reimburse the United States, for additional costs of response and/or Natural Resource Damages, if information is discovered that indicates such Settling Party no longer qualifies as a de minimis party at the Site because such Settling Party contributed more than 2,843,000 pounds of materials containing hazardous substances to the Site, or contributed hazardous substances that are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

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XIII. COVENANTS AND RESERVATIONS OF RIGHTS BY UNITED STATES FOR SETTLEMENT OPTION B

49. In consideration of the payments that have been and may be made by Respondents that have elected to settle under the provisions of Settlement Option B ("Option B Respondents") under the terms of this Consent Order, and except as specifically provided in Paragraphs 51 through 53 (reservations of rights by United States) of this Consent Order, the United States hereby covenants not to sue or to take administrative action against any of the Option B Respondents pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§9606(a) or 9607(a), and Section 7003 of RCRA, 42 U.S.C. §6973, relating to the Site. With respect to present and future liability, this covenant shall take effect upon the effective date of this Consent Order as set forth in Section XX (Effective Date). With respect to each Option B Respondent, individually, this covenant is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Consent Order, including, but not limited to, the obligation to make future payments pursuant to Paragraph 53; and b) the veracity of any information provided to U.S. EPA by Respondent relating to Respondent's involvement with the Site. This covenant extends only to Option B Respondents and does not extend to any other person.

50. In consideration of the payments that will be made on behalf of Settling Federal Agencies that have elected to settle under the provisions of Settlement Option B ("Option B Settling Federal Agencies") under the terms of this Consent Order, and except as specifically provided in Paragraphs 51 through 53 (reservations of rights by United States) of this Consent Order, U.S. EPA hereby covenants not to take administrative action against any of the Option B Settling Federal Agencies pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§9606(a) or 9607(a), and Section 7003 of RCRA, 42 U.S.C. §6973, relating to the Site. This covenant not to take administrative action shall take effect with respect to each Option B

Settling Federal Agency identified in Appendix B upon the receipt of the entire payment required of the United States, on behalf of that Settling Federal Agency, pursuant to Paragraph 32 of this Consent Order. With respect to each Option B Settling Federal Agency, individually, this covenant not to take administrative action is conditioned upon: a) the satisfactory performance by such Settling Federal Agency of all of its obligations under this Consent Order, including, but not limited to, the obligation to make future payments pursuant to Paragraph 53; and b) the veracity of any information provided to U.S. EPA by such Settling Federal Agency relating to its involvement with the Site. This covenant not to take administrative action extends only to Option B Settling Federal Agencies, and their successors, and does not extend to any other person.

51. General Reservations. The covenants by the United States set forth in Paragraphs 49 and 50 of this Consent Order do not pertain to any matters other than those expressly specified in Paragraphs 49 and 50. The United States reserves, and this Consent Order is without prejudice to, all rights against Option B Respondents, and U.S. EPA and the United States, on behalf of the Federal Trustees, reserve, and this Consent Order is without prejudice to, all rights against the Option B Settling Federal Agencies, with respect to all matters not expressly included within the covenant by the United States in Paragraphs 49 and 50. This reservation includes, but is not limited to:

- a. liability for failure to meet a requirement of this Consent Order;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of Natural Resources, and for the costs of any Natural Resource Damage assessments;
- d. liability for response costs incurred or to be incurred by the Federal Trustees;
- e. liability based upon the ownership or operation of the Site, or upon the

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transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage or disposal of a hazardous substance or a solid waste at the Site by that Settling Party after the signature of this Consent Order by the Settling Party; and

- f. liability arising from the past, present, or future disposal, release, or threat of release of a hazardous substance or a solid waste at the Site originating from a facility owned or operated by a Settling Party and not specified in Appendix A (for Respondents) or B (for Settling Federal Agencies).

Except as provided in paragraph 56, the United States reserves, and this Consent Order is without prejudice to, all rights of the United States against persons who are not Settling Parties.

52. Reservation Concerning De Minimis Status. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Option B Respondent, and the United States, on behalf of the Federal Trustees, and U.S. EPA reserve the right to institute administrative proceedings against any individual Option B Settling Federal Agency, respectively, seeking to compel that Settling Party to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response and/or Natural Resource Damages, if information is discovered that indicates that such Settling Party no longer qualifies as a de minimis party at the Site because such Settling Party contributed more than 2,843,000 pounds of materials containing hazardous substances to the Site, or contributed hazardous substances that are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

53. Reservation for Increased Costs of Response Actions

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- a. For Settling Parties that elect Settlement Option B, the settlement

payment formula is based on estimated Site costs of \$271.9 million.

- b. Option B Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:

- (i) after the final Record of Decision ("ROD") for the Site has been issued and prior to certification of completion of the Phase 2 Work, U.S. EPA has revised or approved the revision of, or the Court has approved a revision of, the cost estimate for all response actions taken or to be taken at the Site ("Post-ROD Cost Estimate"); and
- (ii) the estimated total Site Response Costs exceed \$271.9 million; and
- (iii) based on actual expenditures at the Site and expenditures reasonably anticipated in accordance with the ROD, any other response action decision documents, and the revised cost estimate, U.S. EPA, in its unreviewable discretion, determines that the funds in the Escrow Account that are available for Phase 2 Work pursuant to the Casmalia Consent Decree will not be sufficient to pay for costs associated with performance of the Phase 2 Work or not be sufficient to allow timely continuation of such work.

- c. In addition, Option B Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:

- (i) upon certification of completion of Phase 2 Work, EPA has revised, or approved the revision of, the cost estimate for all response

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actions taken or to be taken at the Site (Post-Phase 2 Cost Estimate); and

(ii) the Post-Phase 2 Cost Estimate has increased from either the 1999 Cost Estimate or the Post-ROD Cost Estimate, whichever is greater.

- d. If U.S. EPA determines, in its unreviewable discretion, that it will require payment of amounts derived pursuant to subparagraphs b or c, above, it shall compile an administrative record to support the revised cost estimate. The record shall include, but not be limited to, the Engineering Evaluation/Cost Analysis, the Remedial Investigation/Feasibility Study, the ROD, any other response action decision documents, standard cost documentation for response costs incurred by the United States and a summary of response costs incurred by the CSC. The administrative record shall be made available to the public at U.S. EPA Region 9, Superfund Records Center, 95 Hawthorne Street, San Francisco, California 94105-3901.
- e. After compilation of the administrative record, U.S. EPA will send a notice to all Option B Settling Parties, which shall i) include the Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, and a brief summary describing and supporting the cost estimate, ii) state the availability of the administrative record for review, and iii) notify each Option B Settling Party of the amount it will be required to pay (i.e., its volumetric share of the increased cost).
- f. U.S. EPA shall have three years from the date of certification of completion of the Phase 2 Work to send the notice described in subparagraph e, above, relating to an increase in the Post-Phase 2 Cost Estimate described in subparagraph c, above.
- g. Option B Settling Parties shall have thirty (30) days from the date of the notice described in subparagraph e, above, to submit comments to U.S. EPA concerning the Post-ROD Cost Estimate or the Post-Phase 2 Cost Estimate, as applicable,

and/or the administrative record in support of the cost estimate. Comments shall be submitted to: Casmalia Case Team (SFD-7), 75 Hawthorne Street, San Francisco, California 94105-3901. If U.S. EPA receives comments, it shall prepare a response and shall place the comments and its response in the Superfund Records Center at the address listed in subparagraph d, above. U.S. EPA shall send to the Option B Settling Parties a notice containing the response to comments, any resulting revision to the cost estimate and corresponding adjustment to each Option B Settling Party's required payment amount. If no comments were received, U.S. EPA shall notify the Option B Settling Parties that the prior Post-ROD Cost Estimate or Post-Phase II Cost Estimate, as applicable, of which the Settling Parties received notice pursuant to subparagraph e, above, has become final, and shall make a demand for payment to each Option B Settling Party of the amount set forth in such notice.

- h. After U.S. EPA has responded to any comments, U.S. EPA's Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, revised if necessary pursuant to subparagraph g, above, shall be considered final, unless within fourteen (14) days of receipt of the response to comments, the Option B Settling Parties appoint a delegation (consisting of no more than ten (10) persons) to request a meeting with the U.S. EPA Region 9 Superfund Division Director. The appointed delegation may not raise to the Division Director any issues that had not previously been raised by the written comments. (If U.S. EPA received no comments on the initial Post-ROD or Post-Phase 2 Cost Estimate, there shall be no appeal to the Division Director.) Further, the Option B Settling Parties shall not challenge any fixed Site response costs included in the 1999 Cost Estimate, and described in Paragraph 30, above.

- i. If no meeting with the Division Director was requested pursuant to subparagraph h, above, U.S. EPA shall notify the Option B Settling Parties that the prior Post-ROD or Post-Phase 2 Cost Estimate, revised (if necessary) pursuant to subparagraph g, above, has become final, and shall make a demand to each Option B Settling Party for payment of the amount set forth in the notice sent to each Option B Settling Party pursuant to subparagraph g, above.
- j. If a meeting with the Division Director is held, the Division Director shall review the administrative record supporting the cost estimate (including the comments and responses thereto). The Division Director shall resolve the dispute(s) consistent with the NCP and the terms of this Consent Order and will issue a final written administrative decision. Such decision shall be final and shall not be subject to judicial review. U.S. EPA shall send the Option B Settling Parties the Division Director's written decision, any necessary revision to the Post-ROD or Post-Phase 2 Cost Estimate, as applicable, any corresponding adjustment to each Option B Settling Party's required payment amount, and a demand for payment of such amount.
- k. Option B Respondents' Manner of Payment and Failure to Make Timely Payment
- (i) Option B Respondents shall make any additional payment(s) within thirty (30) days of receipt of U.S. EPA's demand for such payment under subparagraphs g, i or j, above. Payment, and notice of such payment, shall be made in the manner set forth in Paragraph 34(a).
- (ii) If an Option B Respondent fails to remit any payment(s) required by subparagraph k(i), above, when due, then that Option B Respondent shall pay Interest on the unpaid balance in accordance with Paragraph 37. Payment of such Interest shall be made in accordance with Paragraphs 34(a) and 37.
- (iii) In addition to Interest, such Option B Respondent shall pay stipulated penalties to U.S. EPA of \$1000 per day for each day that the payment is late.

Penalties and Interest on such penalties shall accrue as set forth in Paragraph 38. Stipulated penalties and any Interest thereon shall be paid as set forth in Paragraph 38.

(iv) Each Option B Respondent hereby agrees that the running of the limitations periods in all statutes of limitations applicable to any rights, claims, causes of action, counterclaims, cross claims, and defenses regarding, based upon, or arising out of disposal of hazardous substances at the Site that either U.S. EPA or the CSC could assert against such Option B Respondent shall be suspended for a period commencing on the effective date of this Administrative Order on Consent and terminating eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above.

(v) If U.S. EPA or U.S. DOJ brings an action to enforce this Consent Order against the Option B Respondent(s), such Option B Respondent(s) shall reimburse U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.

(vi) Payments made under this subparagraph shall be in addition to any other remedies or sanctions available to the United States by virtue of Option B Respondents' failure to comply with the requirements of this Consent Order.

1. Option B Settling Federal Agencies' Manner of Payment and Failure to Make Timely Payment

(i) The United States, on behalf of Option B Settling Federal Agencies, shall make any required additional payment(s) as soon as reasonably practicable after receipt of U.S. EPA's demand for such payment. Payment, and notice of such payment, shall be made in the manner set forth in Paragraph 34(b).

(ii) If the United States, on behalf of Option B Settling Federal Agencies, fails to remit the payment required by subparagraph 1(i), above, within thirty (30) days after receipt of U.S. EPA's demand for such payment, then the United States, on behalf of Option B Settling Federal Agencies, shall pay Interest on the unpaid balance as set forth in Paragraph 42. Interest shall be paid in the manner set forth in Paragraphs 34(b) and 42.

(iii) If the full payment required of the Option B Settling Federal Agencies is not made as soon as reasonably practicable, as required by subparagraph 1(i), above, the Hazardous Waste Branch Chief of U.S. EPA Office of Regional Counsel, Region IX, may raise the issue of non-payment to the appropriate U.S. DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Consent Order, U.S. EPA and U.S. DOJ have agreed that they will resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

(iv) Each Option B Settling Federal Agency hereby agrees that the running of the limitations periods in all statutes of limitations applicable to any rights, claims, causes of action, counterclaims, cross claims, and defenses regarding, based upon, or arising out of disposal of hazardous substances at the Site that either U.S. EPA or the CSC could assert against such Option B Settling Federal Agency shall be suspended for a period commencing on the effective date of this Administrative Order on Consent and terminating eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of

Phase 2 Work if no demand has been made under subparagraph c, above.

m. Duty to Inform U.S. EPA of Changes in Address or Legal Status

Until eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above, each Option B Settling Party shall notify the Casmalia Case Team of any change in address, ownership, political configuration, or corporate or other legal status. Such notice shall be sent to the Casmalia Case Team address provided in Paragraph 34, above.

XIV. COVENANT NOT TO SUE BY RESPONDENTS AND SETTLING PARTIES

54. Covenant Not to Sue by Respondents

Except as provided in Paragraph 56, Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order including, but not limited to:

- a. any direct or indirect claim for reimbursement from the U.S. EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. §1491, the Equal Access to Justice Act, 28 U.S.C. §2412, as amended or at common law; and
- c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§9607 and 9613, relating to the Site.

Except as provided in Paragraphs 56 and 58, these covenants not to sue shall not apply in the

event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 47(c) and (d), 48, 51(e) and (f), and 52, but only to the extent that Respondents' claims arise from the same response actions, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

55. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. §9611, or 40 C.F.R. §300.700(d).

56. Covenant by Settling Parties

Settling Parties agree not to assert any claims or causes of action with regard to the Site pursuant to Sections 107 and 113(f) of CERCLA, 42 U.S.C. §§9607 and 9613(f), that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This agreement not to assert claims or causes of action shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Party. This agreement not to assert claims or causes of action applies to Settling Federal Agencies only with regard to the payments made by them pursuant to this Consent Order as identified in Appendix B, and does not in any way limit their rights to take enforcement or other actions in their capacities as regulatory agencies.

XV. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

57. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. Except as otherwise provided in Paragraph 56, the United States and Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands and causes of action that each 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.

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58. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, Natural Resource Damages, recovery of response costs or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue included in Paragraphs 45 (Covenant Not to Sue Option A Settling Respondents), 46 (Covenant Not to Take Administrative Action Against Option A Settling Federal Agencies), 49 (Covenant Not to Sue Option B Respondents) or 50 (Covenant Not to Take Administrative Action Against Option B Settling Federal Agencies), as applicable.

59. The Parties agree that this Consent Order constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§9613(f)(2) and 9622(g)(5), and that each Settling Party is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2), 122(g)(5), and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2), 9622(g)(5), and 9622(h)(4) for "matters addressed" in this Consent Order.

- a. For Option A Settling Parties, the "matters addressed" in this Consent Order are all response actions taken by the United States and by private parties, and all response costs incurred and to be incurred by the United States and by private parties, at or in connection with the Site and Natural Resource Damages at or relating to the Site; provided, however, that for Option A Settling Parties, the "matters addressed" in this Consent Order do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Order (except for claims for failure to comply with this Consent Order),

in the event that the United States asserts rights against Settling Parties coming within the scope of such reservations.

- b. For Option B Settling Parties, the "matters addressed" in this Consent Order are all response actions taken by the United States, except the Federal Trustees, and by private parties, and all response costs incurred and to be incurred by the United States, except the Federal Trustees, and by private parties, at or in connection with the Site; provided, however, that for Option B Settling Parties, the "matters addressed" in this Consent Order do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Order (except for claims for failure to comply with this Consent Order), in the event that the United States asserts rights against Settling Parties coming within the scope of such reservations. In addition, for Option B Settling Parties, the "matters addressed" in this Consent Order do not include Natural Resource Damages.

60. The Settling Parties agree that with respect to any suit or claim for contribution or response costs under CERCLA brought by them for matters related to this Consent Order, that is not otherwise prohibited by Paragraph 56, they will notify U.S. EPA in writing at the following address no later than sixty (60) days prior to the initiation of such suit or claim:

Chief, Hazardous Waste Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
75 Hawthorne Street (ORC-3)
San Francisco, CA 94105-3901

The Settling Parties further agree that they will notify U.S. EPA no later than thirty (30) days prior to filing a motion for summary judgment and not later than sixty (60) days prior to trial concerning any such suit or claim.

XVI. PARTIES BOUND

CDM235345

61. This Consent Order shall apply to and be binding upon U.S. EPA, the United States,

on behalf of the Federal Trustees, and upon Respondents and their heirs, successors and assigns. Any change in ownership, political configuration, or corporate or other legal status of a Respondent, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute this Consent Order and bind legally the Party represented by him or her.

62. This Consent Order shall apply to and be binding upon U.S. EPA, the Federal Trustees, and upon Settling Federal Agencies. Each signatory to this Consent Order represents that he or she is authorized to enter into the terms and conditions of this Consent Order and to bind legally the federal department, agency or instrumentality represented by him or her.

XVII. INTEGRATION/APPENDICES

63. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the list of Respondents.

"Appendix B" is the list of Settling Federal Agencies. "Appendix C" is a map of the Site.

"Appendix D" is a list of contaminants identified to date at the Site.

XVIII. PUBLIC COMMENT

64. This Consent Order shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. §9622(i), and Section 7003 of RCRA, 42 U.S.C. §6973. Commenters may request an opportunity for a public hearing in the affected area, in accordance with Section 7003(d) of RCRA, 42 U.S.C. §6973(d). In accordance

with Section 122(i)(3) of CERCLA, 42 U.S.C. §9622(i)(3), U.S. EPA or the United States, on behalf of the Federal Trustees, may withdraw or modify consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

XIX. ATTORNEY GENERAL APPROVAL

65. The Attorney General or his/her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. §9622(g)(4).

XX. EFFECTIVE DATE

66. The effective date of this Consent Order shall be the date upon which U.S. EPA issues written notice to Settling Parties that the public comment period pursuant to Paragraph 64 of this Consent Order has closed and that comments received, if any, do not require modification of or withdrawal from this Consent Order by U.S. EPA or the United States, on behalf of the Federal Trustees.

IT IS SO AGREED AND ORDERED:

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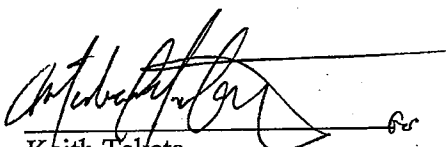
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U.S. Environmental Protection Agency

By: 
Keith Takata
Director, Superfund Division
U.S. EPA Region IX

CDM235348

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United States, on behalf of the Federal Trustees

By: 
Ellen M. Mahan
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

CDM235349

Appendix A (Revised 04-23-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Advanced Coatings & Chemicals								
	Advanced Coatings & Chemicals	4343 Temple City Blvd	Temple City	CA	108,310	\$11,820		
					<i>TOTAL:</i>	108,310	\$11,820	
AK Steel Corporation, Successor by Merger to Armco, Inc.								
	Armco National Production System	9001 Dice Rd	Santa Fe Spring	CA	1,089	\$119		
	Armco National Production System	9100 S Norwalk Blvd	Los Nietos	CA	885,173	\$96,598		
	Armco, National Supply Division	848 W Century St	Santa Maria	CA	4,400	\$480		
	Armco/Contech	P O Box 159	Davis	CA	23,018	\$2,512		
	Armco/Cor Ban	3100 Jefferson	Riverside	CA	198,560	\$21,669		
					<i>TOTAL:</i>	1,112,240	\$121,378	
Barron Anodizing								
	Barron Anodizing Co.	2812 N San Fernando Rd	Burbank	CA	312,038	\$34,052		
	Barron Anodizing Co.	1121 Isabel St	Burbank	CA	7,079	\$773		
					<i>TOTAL:</i>	319,117	\$34,825	
Bioresearch, Inc.								
	Bioresearch, Inc.	417 Coast Blvd So	La Jolla	CA	9,051	\$1,039		
	Bioresearch, Inc.	11189 Sorrento Valley Ste 4	San Diego	CA	16,184	\$1,859		
					<i>TOTAL:</i>	25,235	\$2,898	
Burroughs-Brown Research Corporation								
	Burroughs-Brown Research Corporation	6730 S Tucson	Tucson	AZ	82,867	\$9,043		
	Burroughs-Brown Research Corporation	6730 South Tucson Blvd	Tucson	AZ	10,518	\$1,148		
					<i>TOTAL:</i>	93,385	\$10,191	
C&W Pallets								
	C&W Pallets	9415 Burtis St	South Gate	CA	1,393,360	\$750		
					<i>TOTAL:</i>	1,393,360	\$750	
City of San Jose								
	City of San Jose	696 N Sixth	San Jose	CA	65,030	\$7,097		
	City of San Jose	5090 Williams Rd	San Jose	CA	2,293	\$250		
	City of San Jose	675 N First St	San Jose	CA	41,575	\$4,537		
	City of San Jose - Architectural Engineerin	801 N First St	San Jose	CA	284,008	\$30,993		
	City of San Jose - Fire Dept., Station #3	98 Martha St	San Jose	CA	0	\$0		
	City of San Jose - Narcotics	P O Box 270	San Jose	CA	0	\$0		
	City of San Jose - Parks and Recreation	3055 Tuers Rd	San Jose	CA	15,156	\$1,654		
	City of San Jose - Police Community Cent	San Pedro & Missions Sts	San Jose	CA	2,756	\$301		
	City of San Jose - Water Pollution Control	700 Los Esteros Rd	San Jose	CA	1,109	\$121		
					<i>TOTAL:</i>	411,927	\$44,953	
Casmalia Disposal Site								

Appendix A (Revised 04-23-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
CTS Keene, Inc.								
	CTS Keene Inc./Keene Corp., Howe Divisi	9433 Hyssop Dr	Rancho Cucamo	CA	1,920	\$210		
	CTS Keene Inc./Keene Corp., Howe Divisi	13704 Sancyo St	Van Nuys	CA	3,965	\$433		
	CTS Keene Inc./Keene Corp., Lighting Divi	13100 Marley Ave	Fontana	CA	6,931	\$756		
	CTS Keene Inc./Keene Corp., Ray Proof	9431 Hyssop Dr	Rancho Cucamo	CA	19,784	\$2,159		
	CTS Keene Inc./Keene Corp., Reinhold In	12827 E Imperial Hwy	Santa Fe Spring	CA	18,159	\$1,982		
	CTS Keene, Inc.	500 Linne Rd	Paso Robles	CA	748,844	\$81,720		
	CTS Keene, Inc.	3230 Riverside Ave	Paso Robles	CA	229,243	\$25,017		
	CTS Keene, Inc./Keene Products, Inc.	3230 Riverside Ave	Paso Robles	CA	77,585	\$8,467		
			<i>TOTAL:</i>		1,106,431	\$120,744		
CTS Printex Inc.								
	CTS Printex Inc.	47010 Kato Rd	Fremont	CA	1,009	\$110		
	CTS Printex Inc.	1950 Colony St	Mountain View	CA	8,803	\$961		
	M B C				0	\$0		
	M B C	Santa Clara CA	Santa Clara	CA	39,620	\$4,324		
	MBC Engineering, Inc.	2501 Walsh Ave	Santa Clara	CA	123,977	\$13,529		
	MBC Engineering, Inc.	Santa Clara CA	Santa Clara	CA	10,550	\$1,151		
			<i>TOTAL:</i>		183,959	\$20,075		
E C Loomis & Son								
	E.C. Loomis	404 E Branch St	Arroyo Grande	CA	1,268,700	\$138,452		
			<i>TOTAL:</i>		1,268,700	\$138,452		
General Atomics								
	G.A. Tech	P O Box 85608	San Diego	CA	208,731	\$22,779		
	General Atomic Company	11526 Sorrento Valley Rd	San Diego	CA	14,380	\$1,569		
	General Atomic Company	10955 John Jay Hopkins Dr	San Diego	CA	146,585	\$15,997		
			<i>TOTAL:</i>		369,696	\$40,345		
Goleta Water District								
	Goleta Water District		Goleta	CA	212,560	\$23,196		
			<i>TOTAL:</i>		212,560	\$23,196		
Guadalupe Union School District								
	Guadalupe Union School District	Guadalupe CA	Guadalupe	CA	55,140	\$6,017		
			<i>TOTAL:</i>		55,140	\$6,017		
Kevex Corporation								
	Kevex Corporation	365 Foster City Blvd	Foster City	CA	431	\$47		
			<i>TOTAL:</i>		431	\$47		

Appendix A (Revised 04-23-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Lear Siegler Diversified Holdings Corp							
	Anchorlok, Division L.S.I.	2910 E Ana St	Compton	CA	750,502	\$81,901	
	BFM Energy Products Corporation	2040 E Dyer Rd	Santa Ana	CA	79,087	\$8,631	
	Lear Siegler, Inc.	714 Brookhurst St	Anaheim	CA	7,136	\$779	
	Lear Siegler, Inc.	16330 Phoebe Ave	La Mirada	CA	1,216	\$133	
	Lear Siegler, Inc.	2040 E Dyer Rd	Santa Ana	CA	613,863	\$66,990	
	Lear Siegler, Inc./BFM Transport Dynamic	3131 Segerstrom	Santa Ana	CA	103,934	\$11,342	
					<i>TOTAL:</i>	1,555,738	\$169,776
Paccar Inc.							
	Peterbilt Motors Company	38801 Cherry St	Newark	CA	169,802	\$18,530	
	Trico Industries	3040 E Slauson Ave	Huntington Park	CA	51,029	\$5,569	
	Trico Industries	2615 Skyway Dr	Santa Maria	CA	11,940	\$1,303	
	Trico Industries	14820 Cecilia	Cudahy	CA	59,829	\$6,529	
	Trico Industries	15805 S Main St	Gardena	CA	13,440	\$1,467	
	Trico Industries	15707 S Main St	Gardena	CA	205,060	\$22,378	
					<i>TOTAL:</i>	511,100	\$55,776
Plessey Inc.							
	Plessey Micro Science	2266 Mora Way	Mt. View	CA	161,989	\$17,678	
	Plessey Micro Science	3860 Centinella	Los Angeles	CA	1,376	\$150	
	Plessey Micro Science	1900 Avenue of the Stars Rm 220	Los Angeles	CA	1,447	\$158	
	Plessey Microwave	9630 Ridgehaven Ct	San Diego	CA	2,396	\$261	
					<i>TOTAL:</i>	167,208	\$18,247
Redevelopment Agency of the City of San Jose							
	Redevelopment Agency of the City of San	801 N First St	San Jose	CA	78,200	\$8,534	
					<i>TOTAL:</i>	78,200	\$8,534
Rosemary Farm							
	Rosemary Farms	720 Rosemary Rd PO Box 699	Santa Maria	CA	445,780	\$48,647	
	Rosemary Farms	Stowell Rd	Santa Maria	CA	104,280	\$11,380	
					<i>TOTAL:</i>	550,060	\$60,027
Santa Palm Car Wash							
	Santa Palm Car Wash	8787 Santa Monica Blvd	Los Angeles	CA	777,886	\$89,358	
					<i>TOTAL:</i>	777,886	\$89,358

Appendix A (Revised 04-23-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Saticoy Lemon Association							
	Saticoy Lemon Association	7560 Bristol Rd	Ventura	CA	2,738	\$299	
	Saticoy Lemon Association	P O Box 4068	Ventura	CA	78,900	\$8,610	
	Saticoy Lemon Association	103 N Peck Rd	Santa Paula	CA	65,680	\$7,168	
	Saticoy Lemon Association	348 A St	Fillmore	CA	131,580	\$14,359	
			<i>TOTAL:</i>		278,898	\$30,436	
Siemens Communication, Inc							
	Rolm Corp.	4900 Old Ironsides	Santa Clara	CA	34,979	\$3,817	
			<i>TOTAL:</i>		34,979	\$3,817	
Siemens Energy & Automation, Inc.							
	Siemens Medical Laboratories Inc./ITE Ele	P O Box 2248	Pomona	CA	158,722	\$17,321	
			<i>TOTAL:</i>		158,722	\$17,321	
Siemens Medical Systems, Inc., Oncology Care Systems Group							
	Siemens Medical Laboratories Inc.	2404 Main St	Walnut Creek	CA	8,972	\$979	
			<i>TOTAL:</i>		8,972	\$979	
SMI Holding LLC							
	Siemens Medical Laboratories Inc.	19000 Homestead Rd	Cupertino	CA	73,367	\$8,006	
	Siemens Medical Laboratories Inc.	2191 Laurelwood Rd	Santa Clara	CA	2,654	\$290	
			<i>TOTAL:</i>		76,021	\$8,296	
Sweetwater Union High School District							
	Bonita Vista High School	751 Otay Lakes Rd	Chula Vista	CA	914	\$100	
	Castle Park Middle School	160 Quiatard St	Chula Vista	CA	331	\$36	
	Chula Vista High School	820 Fourth Ave	Chula Vista	CA	2,308	\$252	
	Del Rey High School	1034 Fourth Ave	Chula Vista	CA	6,397	\$698	
	Sweetwater Union High School District	1130 5th Ave	Chula Vista	CA	44,568	\$4,864	
			<i>TOTAL:</i>		54,518	\$5,950	
Technitron Incorporated							
	Technitron, Inc.	1366 Bordeaux Dr	Sunnyvale	CA	51,918	\$5,666	
			<i>TOTAL:</i>		51,918	\$5,666	
Tenneco Packaging, Inc (n/k/a Pactiv Corporation)							
	Packaging Company of California	6400 E Washington	City of Commerc	CA	166,718	\$18,194	
			<i>TOTAL:</i>		166,718	\$18,194	

Appendix A (Revised 04-23-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Thermo Finnigan LLC, Formerly Finnigan Corporation	Finnigan Corporation	355 River Oaks	San Jose	CA	10,907	\$1,190		
			<i>TOTAL:</i>		10,907	\$1,190		
Thermo Securities Corporation (as successor to Cal-Doran Metallurgical Services)	Thermo Electron Corp., Cal-Doran Division	P O Box 23936	Los Angeles	CA	64,206	\$7,007		
			<i>TOTAL:</i>		64,206	\$7,007		
Thermo Separation Products, Inc.	Spectra Physics	3333 N First St	San Jose	CA	1,514	\$165		
			<i>TOTAL:</i>		1,514	\$165		

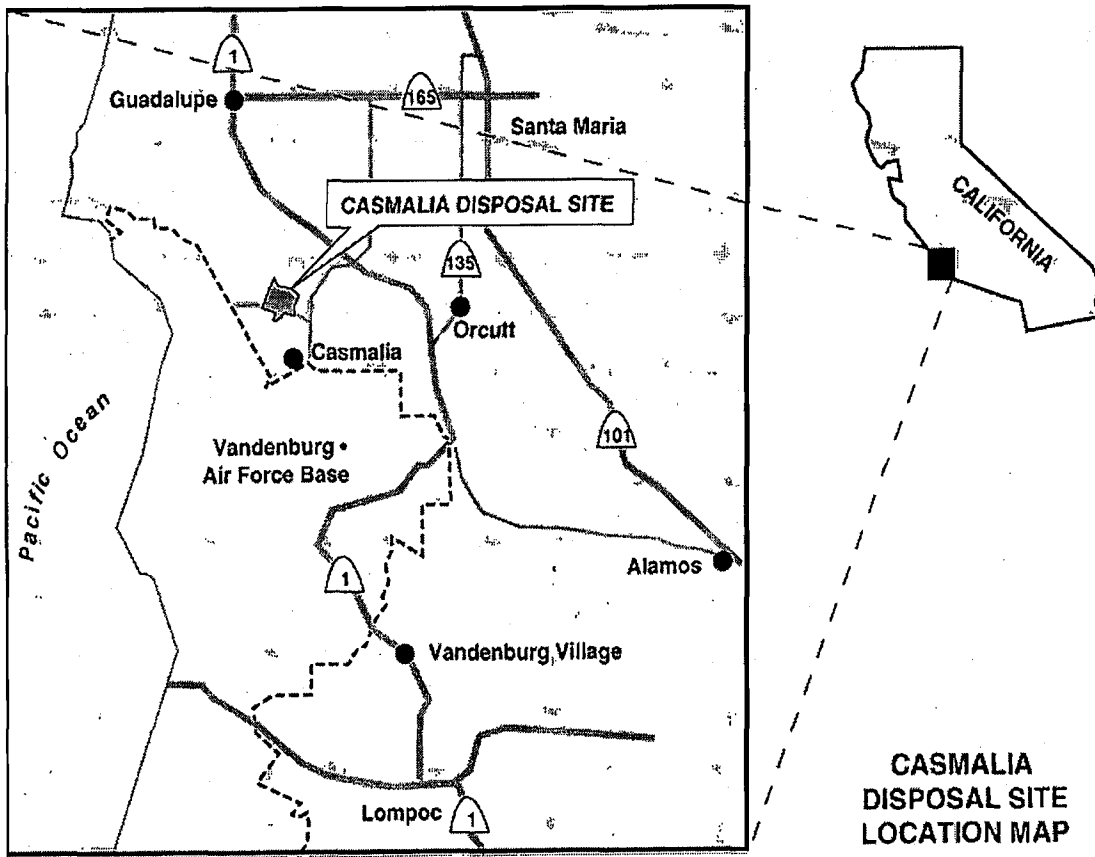
Appendix B (Revised 04-23-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
U S Coast Guard							
	U.S. Coast Guard	Reservation Point	Terminal Island	CA	150,899	\$16,467	
	U.S. Coast Guard	100 Lighthouse Ave	Monterey	CA	17,540	\$1,914	
	U.S. Coast Guard	Government Island Bldg 14		CA	6,731	\$735	
	U.S. Coast Guard	Sand Island Access Rd	Honolulu	HI	47,640	\$5,199	
	U.S. Coast Guard	P O Box 8	Terminal Island	CA	88,400	\$9,647	
	U.S. Coast Guard	Coast Guard Island	Alameda	CA	4,039	\$441	
	U.S. Coast Guard	CG Tracer c/o DRMO	Petaluma	CA	27,143	\$2,962	
	U.S. Coast Guard	Bldg 188 Naval Weapons Station	Concord	CA	1,645	\$180	
	U.S. Coast Guard	Bldg 14 Government Island	Alameda	CA	3,740	\$408	
	U.S. Coast Guard	2710 Harbor Dr	San Diego	CA	1,376	\$150	
	U.S. Coast Guard	165 N Pico Ave	Long Beach	CA	8,866	\$968	
	U.S. Coast Guard	111 Harbor Way	Santa Barbara	CA	0	\$0	
	U.S. Coast Guard	Small Boat Station	Alameda	CA	21,937	\$2,394	
	U.S. Coast Guard - Commanding Officer	Yerba Buena Island	San Francisco	CA	222,009	\$24,228	
	U.S. Coast Guard - Commanding Officer,	WHEC 726	San Francisco	CA	2,678	\$292	
	USSQ Saftymarin Office-LA	165 N Pico Ave	Long Beach	CA	0	\$0	
					TOTAL:	604,643	\$65,985
U S Dept of Interior							
	Dept of Interior	1695 Service St	Riverside	CA	18,420	\$2,010	
					TOTAL:	18,420	\$2,010
U S Dept of Veterans Affairs							
	Golden Gate National Cemetery				1,160	\$127	
	Jerry Pettis Memorial Vet. Hospital						
	U.S. Dept. of Veterans Affairs	P O Box 942895	Sacramento	CA	893	\$97	
	Veterans Administration	1930 Balboa Ave	San Diego	CA	1,443	\$157	
	Veterans Administration	4951 Arroyo Rd	Livermore	CA	1,536	\$168	
	Veterans Administration		Youthville	CA	2,817	\$307	
	Veterans Administration Brentwood Medic	11301 Wilshire Blvd	Los Angeles	CA	7,321	\$799	
	Veterans Administration Fresno Medical C	2615 E Clinton Ave	Fresno	CA	3,386	\$370	
	Veterans Administration Jerry L. Pettis Me	11201 Benton St	Loma Linda	CA	92,758	\$10,123	
	Veterans Administration Long Beach Medi	5901 E Seventh St	Long Beach	CA	175,244	\$19,124	
	Veterans Administration Martinez Medical	150 Muir Rd	Martinez	CA	9,829	\$1,073	
	Veterans Administration Palo Alto Medical	3801 Miranda Dr	Palo Alto	CA	21,167	\$2,310	
	Veterans Administration Portland Medical	3710 SW U S Veterans Hospital	Portland	OR	5,446	\$594	
	Veterans Administration San Diego Medica	3350 La Jolla Dr	San Diego	CA	43,245	\$4,719	
	Veterans Administration San Francisco Me	4150 Clement St	San Francisco	CA	149,589	\$16,324	
	Veterans Administration Sepulveda Medic	1611 Plummer St		CA	20,418	\$2,228	
	Veterans Administration Supply Depot	5600 Rickenbacker Rd	Bell	CA	19,970	\$2,179	
	Veterans Administration Wadsworth Medic	Wilshire & Sawtelle Blvds	Los Angeles	CA	316,696	\$34,561	
					TOTAL:	872,918	\$95,260

Appendix B (Revised 04-23-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
U S Environmental Protection Agency	EPA FDSC Santa Fe Springs	Region 9	San Francisco	CA	0	\$0	
	U.S. Environmental Protection Agency	944 E Harmon	Las Vegas	NV	15,535	\$1,695	
	U.S. Environmental Protection Agency	215 Fremont St	San Francisco	CA	0	\$0	
	U.S. Environmental Protection Agency	301 S Park	Helena	MT	56,966	\$6,217	
	U.S. Environmental Protection Agency	4201 Long Beach Blvd	Long Beach	CA	0	\$0	
			<i>TOTAL:</i>		72,501	\$7,912	

Appendix E - Site location Map



Appendix D
Contaminants List

CHEMICAL NAME	
1,1,1-Trichloroethane	1,2-Dibromoethane
1,1,2,2-Tetrachloroethane	1,2-Dichlorobenzene
1,1,2-Trichloro-1,2,2-trifluoroethane	1,2-Dichloroethane
1,1,2-Trichloroethane	1,2-Dichloropropane
1,1-Dichloroethane	1,3,5-Trimethylbenzene
1,1-Dichloroethene	1,3-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDD	1,4-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDF	1,4-Dioxane
1,2,3,4,6,7,8-HpCDD	1,4-Naphthoquinone
1,2,3,4,6,7,8-HpCDF	1,4-Phenylenediamine
1,2,3,4,7,8,9-HpCDF	2,3,4,6,7,8-HxCDF
1,2,3,4,7,8-HxCDD	2,3,4,6-Tetrachlorophenol
1,2,3,4,7,8-HxCDF	2,3,4,7,8-PeCDF
1,2,3,6,7,8-HxCDD	2,3,7,8-TCDD
1,2,3,6,7,8-HxCDF	2,3,7,8-TCDF
1,2,3,7,8,9-HxCDD	2,4,5-T
1,2,3,7,8,9-HxCDF	2,4,5-TP (Silvex)
1,2,3,7,8-PeCDD	2,4,5-Trichlorophenol
1,2,3,7,8-PeCDF	2,4-D
1,2,3-Trichlorobenzene	2,4-Dichlorophenol
1,2,4-Trichlorobenzene	2,4-Dimethylphenol
1,2,4-Trimethylbenzene	2,4-Dinitrophenol
1,2-Dibromo-3-chloropropane	2,6-Dichlorophenol
2-Chlorophenol	Benzyl butyl phthalate
2-Chlorotoluene	Beryllium
2-Hexanone	Beryllium
2-Methylnaphthalene	Beta BHC
2-Nitrophenol	bis(2-Chloroethoxy) methane
2-Picoline	bis(2-Chloroethyl) ether
4,4'-DDT	bis(2-Ethylhexyl) phthalate

Appendix D
Contaminants List

4-Chloro-3-methylphenol	Bromide
4-Nitrophenol	Bromobenzene
Acenaphthene	Bromochloromethane
Acenaphthylene	Bromodichloromethane
Acetone	Bromoform
Acetonitrile	Bromomethane
Acetophenone	Cadmium
Aldrin	Carbon disulfide
Allyl chloride	Carbon tetrachloride
Alpha BHC	Chlorobenzene
Aniline	Chloroethane
Antimony	Chloroform
Arsenic	Chloromethane
Barium	Chromium
Benzene	cis-1,2-Dichloroethene
Benzo[a]pyrene	cis-1,3-Dichloropropene
Benzo[b]fluoranthene	Cobalt
Benzoic acid	Copper
Benzyl alcohol	Cyclohexanone
DBCP	Hexachlorobutadiene
delta-BHC	Isobutyl alcohol
Di-n-butyl phthalate	Isophorone
Dibromomethane	Isopropyl alcohol
Dicamba	Isopropylbenzene
Dichlorodifluoromethane	Lead
Dichloroprop	m-Cresol
Diesel Range Organics (C12 - C24)	MCPPP
Diethyl phthalate	Mercury
Dimethyl phthalate	Methoxychlor
Dinoseb	Methyl ethyl ketone
EDB	Methyl isobutyl ketone

Appendix D
Contaminants List

Endrin	Methylene chloride
Ethane, 1,1,2,2-tetrachloro- 1,2-di	Molybdenum
Ethanol	n-Butylbenzene
Ethylbenzene	N-Nitrosodi-n-butylamine
Fluoranthene	N-Nitrosodiethylamine
Fluorene	N-Nitrosodimethylamine
gamma-BHC (Lindane)	N-Nitrosomethylethylamine
Hepta-CDDs	N-Nitrosomorpholine
Hepta-CDFs	n-Propylbenzene
Heptachlor	Naphthalene
Heptachlor epoxide	Nickel
Hexa-CDDs	o-Cresol
Hexa-CDFs	o-Xylene
Hexachlorobenzene	P-Cresol
p-Isopropyltoluene	Tetra-CDFs
Penta-CDDs	Tetrachloroethene
Penta-CDFs	Tetrahydrofuran
Pentachlorophenol	Thallium
Phenanthrene	Tin
Phenol	Toluene
Pyrene	Total Petroleum Hydrocarbons as Diesel Fuel
Pyridine	Total xylenes
sec-Butylbenzene	trans-1,2-Dichloroethene
Selenium	Trichloroethene
Silver	Trichloroethylene
Sodium	Trichlorofluoromethane
Styrene	Vanadium
Sulfate	Vinyl acetate
Sulfide	Vinyl chloride
Tetra-CDDs	Zinc

**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Advanced Coatings & Chemical

Advanced Coatings & Chemical ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6th DAY OF JANUARY, 2008⁹

By: Curtis M Richards
(Signature)

By: CURTIS M RICHARDS
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232954

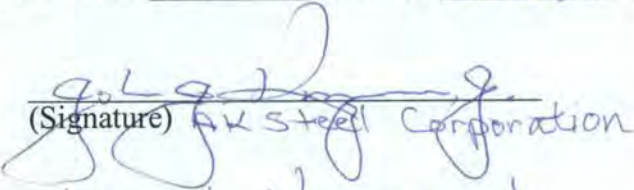
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

AK Steel Corporation, Successor by Merger to Armco, Inc.

AK Steel Corporation, Successor by Merger to Armco, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 16th DAY OF December, 2008

By: 
(Signature) AK Steel Corporation

By: John J. Kuzman Jr.
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232814

1 **CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH**
2 **THE UNITED STATES**

3 Barron Anodizing & Paint

4 Barron Anodizing & Paint ("Settling Party"), by the duly authorized representative named
5 below, hereby consents to this Administrative Order on Consent and agrees to be bound by the
6 terms and conditions hereof.

7
8 AGREED THIS 19th DAY OF February, 2008

9
10 By: Burt Greenberg
 (Signature)

11
12 By: BURT GREENBERG
 (Print or Type Name)

13
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15 Please elect either Settlement Option A or B by checking the appropriate box:

16 I elect to settle subject to the terms and conditions of Settlement Option A.

17 I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Bioresearch, Inc.

Bioresearch, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 16th DAY OF December, 2008

By:


(Signature)

By:

Robert J. Kurtz, MD President
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232809

1 **CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH THE**
2 **UNITED STATES**

3
4 Texas Instruments Tucson Corporation (f/k/a) Burr-Brown Research Corporation

5
6 Texas Instruments Tucson Corporation, formerly known as Burr-Brown Corporation,
7 which was formerly named Burr-Brown Research Corporation ("Settling Party"), by the duly
8 authorized representative named below, hereby consents to this Administrative Order on Consent
9 and agrees to be bound by the terms and conditions hereof.
10

11 AGREED THIS 8th DAY OF January, 2009.

12
13 By: Bart T. Thomas
14 (Signature)

15
16 By: Bart T. Thomas
17 (Print or Type Name)

18 Please elect either Settlement Option A or B by checking the appropriate box:

- 19 *I elect to settle subject to the terms and conditions of Settlement Option A.*
20 *I elect to settle subject to the terms and conditions of Settlement Option B.*
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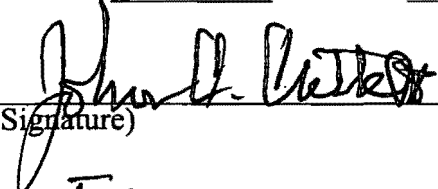
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

C & W Pallet Enterprises, Inc.

C & W Pallet Enterprises, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 31 DAY OF MARCH, 2009

By: 
(Signature)

By: JOAN C. CATLETT
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM234788

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

City of San Jose

City of San Jose ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 31st DAY OF March, 2008

By: Mollie Dent
(Signature)

By: Mollie Dent
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CDM239943

**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

CTS Corporation (CTS Keene, Inc.)

CTS Corporation (CTS Keene, Inc.) ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 22nd DAY OF December 2008

CTS CORPORATION

By:

Richard G. Cutter III
(Signature)

By:

Richard G. Cutter III
(Print or Type Name)
Vice President
General Counsel
& Secretary

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CDM232909

1 **CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH**
2 **THE UNITED STATES**

3 CTS Printex Inc

4
5 CTS Printex Inc ("Settling Party"), by the duly authorized representative named below, hereby
6 consents to this Administrative Order on Consent and agrees to be bound by the terms and
7 conditions hereof.

8 AGREED THIS 22nd DAY OF December, 2008

9 CTS PRINTEX INC

10 By: 
(Signature)

11
12 By: Richard G. Cutter III
(Print or Type Name) Secretary

13
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15 Please elect either Settlement Option A or B by checking the appropriate box:

- 16 I elect to settle subject to the terms and conditions of Settlement Option A.
17 I elect to settle subject to the terms and conditions of Settlement Option B.

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CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

E.C. Loomis & Son

E.C. Loomis & Son ("Settling Party"), by the duly authorized representative named below,
hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and
conditions hereof.

AGREED THIS 12th DAY OF January, 2009
~~2008~~

By: 
(Signature)

By: Richard I. Loomis
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM233319

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

General Atomicms

General Atomicms ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 12 DAY OF January, ^{KEA}~~2008~~ 2009

By: Keith E. Asmussen
(Signature)

By: Keith E. Asmussen, Ph.D.
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232950

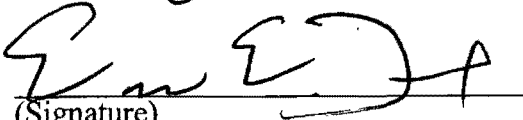
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Goleta Water District

Goleta Water District ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6th DAY OF JAN, 2008/9

By: 
(Signature)

By: ERIC E. FORD
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232892

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Guadalupe Union School District

Guadalupe Union School District ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6TH DAY OF JANUARY 2008

By: Hugo E. Lara
(Signature)

By: HUGO E. LARA
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Kevex Corporation

Kevex Corporation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 22nd DAY OF December, 2008

By: Kathi L. Hartman
(Signature)

By: Kathi L. Hartman
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Lear Siegler Diversified Holdings Corp.

Lear Siegler Diversified Holdings Corp. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6th DAY OF January, 2008

By: 
(Signature)

By: JAMES F. MATTHEWS, President
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Paccar, Inc.

Paccar, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 16th DAY OF December, 2008

By:


(Signature)

By:

R. E. Bangert II, Vice President
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Plessey Semiconductors, Inc.

Plessey Semiconductors, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS SEVENTH DAY OF JANUARY, ~~2008~~ 2009

By: Patricia A. Hoffman
(Signature)

By: Patricia A. Hoffman
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Redevelopment Agency of the City of San Jose

Redevelopment Agency of the City of San Jose ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 31st DAY OF March 2009

By: Patricia A. Deignan
(Signature)

By: PATRICIA A. DEIGNAN
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM239944

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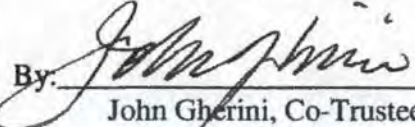
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO
SETTLE WITH THE UNITED STATES**

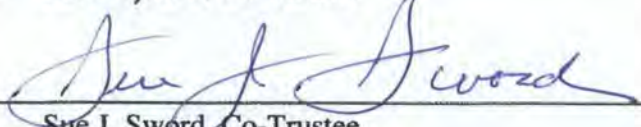
Rosemary Farm

Rosemary Farm ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

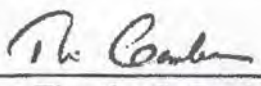
AGREED THIS 7th DAY OF JANUARY, 2009

**THE MARIAN MULLIN HANCOCK CHARITABLE TRUST
for ROSEMARY FARM (Settling Party)**

By: 
John Gherini, Co-Trustee

By: 
Sue J. Sword, Co-Trustee

**NORTHERN TRUST, N.A.
as Corporate Co-Trustee**

By: 
Timothy C. Gamble, Vice President

Please elect either Settlement Option A or B by checking the appropriate box:
 I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232941

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO
SETTLE WITH THE UNITED STATES**


Rosemary Farm

Rosemary Farm ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 7th DAY OF JANUARY, 2009


THE MARIAN MULLIN HANCOCK CHARITABLE TRUST

for ROSEMARY FARM (Settling Party)

By: 
John Gherini, Co-Trustee

By: _____
Sue J. Sword, Co-Trustee

NORTHERN TRUST, N.A.
as Corporate Co-Trustee

By: 
Timothy C. Gamble, Vice President

- Please elect either Settlement Option A or B by checking the appropriate box:
- I elect to settle subject to the terms and conditions of Settlement Option A.
 - I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Santa Palm Car Wash

Santa Palm Car Wash ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 29th DAY OF December 2008

By: 
(Signature)

By: MARVIN KALIN
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232964

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Saticoy Lemon Assn.

Saticoy Lemon Assn. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 16th DAY OF December 2008

By: *Glenn O. Miller*
(Signature)

By: GLENN MILLER, PRESIDENT
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Siemens Energy & Automation

Siemens Energy & Automation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 23 DAY OF December, 2008

By: Kevin M. Sweeney
(Signature)

By: Kevin M. Sweeney
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

SMI Holding, LLC

SMI Holding, LLC ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1st DAY OF April, 2009

By:



(Signature)

By: Mark A. Siemens, President
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CDM234661

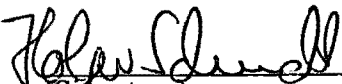
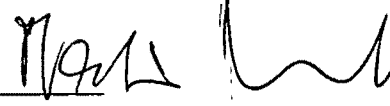
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Siemens Medical Systems, Inc., Oncology Care Systems Group

Siemens Medical Systems, Inc., Oncology Care Systems Group ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 12th DAY OF MARCH, 2008

By:  
(Signature)

By: HOLGER SCHINDLER MARTIN WENTZLIK
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

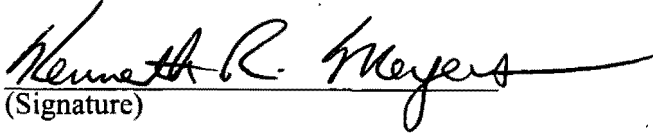
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Siemens Communications, Inc.

Siemens Communications, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1st DAY OF April, 2009

By:


(Signature)

By:

Kenneth R. Meyers, President
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:



I elect to settle subject to the terms and conditions of Settlement Option A.



I elect to settle subject to the terms and conditions of Settlement Option B.

Casmalia Disposal Site
Supp

EPA Region IX AOC NO. 99-02(c)

CDM234662

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Sweetwater Union High School District

Sweetwater Union High School District ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 27 DAY OF February, 2008

By: *Dianne Russo*
(Signature)

By: Dianne Russo
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM234234

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Technitron Incorporated

Technitron Incorporated ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 26 DAY OF January^{SP} ~~2008~~ 2009

By:

(Signature)

John Papagnoli President

By:

(Print or Type Name)

John Papagnoli

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Tenneco Packaging, Inc. (n/k/a Pactiv Corporation)

Tenneco Packaging, Inc. (n/k/a Pactiv Corporation) ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 17th DAY OF December, 2008

By:

Joseph E. Doyle
(Signature)

By:

JOSEPH E. DOYLE
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:



I elect to settle subject to the terms and conditions of Settlement Option A.



I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232811

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Thermo Finnigan LLC, Formerly Finnigan Corporation

Thermo Finnigan LLC, Formerly Finnigan Corporation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 22nd DAY OF December, 2008

By: Kathi L. Hartman
(Signature)

By: Kathi L. Hartman
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232818

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Thermo Securities Corporation (as Successor to Cal-Doran Metallurgical Service)

Thermo Securities Corporation (as Successor to Cal-Doran Metallurgical Service) ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 22nd DAY OF December, 2008

By: Kathi L. Hartman
(Signature)

By: Kathi L. Hartman
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232819

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Thermo Separation Products, Inc.

Thermo Separation Products, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2nd DAY OF December, 2008

By: Kathi L. Hartman
(Signature)

By: Kathi L. Hartman
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232817

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

U.S. Coast Guard

U.S. Coast Guard ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 19th DAY OF December 2008

By: 
(Signature)

By: Thomas M. Hayes
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CDM233321

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

U.S. Department of Veteran Affairs

U.S. Department of Veteran Affairs ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 12th DAY OF January, 2008

By: William F. Feeley
(Signature)

By: William F. Feeley, MSW, FACHE
Deputy Under Secretary for Operations
and Management

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CDM233313

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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

U.S. Department of Interior

U.S. Department of Interior ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 18th DAY OF Sept. 2009

By:


(Signature)

By:

Mike Pool
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:



I elect to settle subject to the terms and conditions of Settlement Option A.



I elect to settle subject to the terms and conditions of Settlement Option B.

CDM235642