



**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(e)(Supp)

**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 entered into 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 and by the Small Business Liability Relief and Brownfields Revitalization Act of 2002, Pub. L. No. 107-118 (“CERCLA”), 42 U.S.C. § 9601 et seq., in particular the authority under CERCLA section 122(g)(4), 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”); and the National Oceanic and Atmospheric Administration (“NOAA”), United States Department of Commerce (“Commerce”), each of whom, by Executive Order 12580, as amended by Executive Order 13016, 61 Fed. Reg. 45872 (August 30, 1996), has been delegated with the authority vested in the President as a Federal Trustee 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 Disposal Site, as defined herein. This Consent Order is also entered into pursuant to CERCLA section 113(f)(2), 42 U.S.C. § 9613(f)(2).

2. Agencies of the State of California (“State”) are authorized pursuant to CERCLA to undertake response actions at hazardous substance release sites and to recover from responsible

parties the costs related to those response actions, including costs for the oversight of response work performed by the responsible parties. In addition, state statutes authorize various state agencies to undertake response actions and recover response costs and oversight costs. Those statutes and responsible agencies include, but are not necessarily limited to, the following: the California Health and Safety Code sections 25300 *et seq.*, implemented by the Department of Toxic Substance Control (“DTSC”); Porter-Cologne Water Quality Control Act, California Water Code sections 13000 *et seq.*, implemented by the Regional Water Quality Control Boards; and the California Fish and Game Code, sections 5650 and 5650.1, implemented by the Department of Fish and Game (“DFG”). DTSC acts as the coordinator for the State Regulatory Entities for State response and oversight work at the Casmalia Disposal Site.

3. CERCLA authorizes state agencies to act on behalf of the public as trustees for the natural resources within a state’s boundaries or for the resources belonging to, controlled by, or appertaining to the state. *See* 40 C.F.R. § 300.605. The Governor of California has named the following designated State trustees for the CERCLA Natural Resources Damage (“NRD”) program: the Secretary of the California Resources Agency and the Secretary of the California Environmental Protection Agency (“California EPA”). These entities, in turn, can delegate and have delegated their authority as trustees to “appropriate agencies and local governmental entities of the State of California.” The Secretary of the California Resources Agency has sub-delegated its authority to DFG. DFG also has independent California statutory authority to pursue natural resource damages, pursuant to California Fish and Game Code sections 2014, 5650, 711.7 and 12016.

4. DTSC, the California Regional Water Quality Control Board, Central Coast Region (“Regional Board”), and DFG (collectively “State Regulatory Entities”) and DFG acting as the State Trustee for purposes of this Consent Order, consent to the use of this Consent Order of U.S. EPA for the purposes of resolving their respective claims against the State Settling Parties

regarding the Site based on the Parties' agreement that the State Regulatory Entities and the State Trustee can fully enforce the applicable provisions of this Consent Order against the State Settling Parties.

5. It is the intent of the Parties that this AOC contain two separate settlements, which may be entered into and enforced separately. Any individual party may settle with the United States, or with the State Regulatory Entities and the State Trustee, or with both the United States and the State Regulatory Entities and the State Trustee. This Consent Order is issued to the persons, corporations or other entities identified in Appendix A ("U.S. Settling Parties"), and Appendix C ("State Settling Parties"), collectively referred to as "Settling Parties." Each Settling Party agrees to undertake all actions required of it by this Consent Order. Each Settling Party further consents to and will not contest the United States' jurisdiction to issue this Consent Order or the authority of the United States, the State Regulatory Entities or the State Trustee to implement or enforce its applicable terms.

6. The United States, the U.S. EPA, the State Regulatory Entities, the State Trustee, and Settling Parties, as those terms are defined below ("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 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

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7. By entering into this Consent Order, the mutual objectives of the U.S. EPA, the United States, and the Settling 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 Casmalia

Disposal Site (defined as "Site," below), pursuant to section 122(g) of CERCLA, 42 U.S.C. § 9622(g) ("De minimis settlements"), that allows U.S. Settling Parties (whether or not they choose to settle with the State Regulatory Entities and State Trustee, as set forth below) to make cash payments, 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 by the U.S. EPA or the Federal Trustees at or in connection with the Site, thereby reducing litigation relating to the Site;

- b. to provide the U.S. Settling Parties with two options for resolution of such liability: Settlement Option A, for which the U.S. 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 U.S. Settling Parties pay a lower premium and that contains less finality and greater risks for the U.S. Settling Parties. The terms of Options A and B are more fully described within;
- c. to resolve any alleged claims of the U.S. Settling Parties 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 resolving the alleged liability of a substantial number of potentially responsible parties ("PRPs") with respect to the Site;
- e. to obtain settlement with U.S. 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 Substances Superfund, by other persons (but not including the State Regulatory Entities and the State Trustee), and with respect to U.S. 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 U.S. 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), 9622(g)(5).

8. By entering into this Consent Order, the mutual objectives of the State Regulatory Entities, the State Trustee, and the State Settling Parties, as more precisely described in the terms of this Consent Order, are:

- a. to reach a final settlement with respect to the Casmalia Disposal Site, that allows State Settling Parties (whether or not they choose to settle with the United States, as set forth herein) to make cash payments, including a premium, to resolve their alleged civil liability under section 107 of CERCLA, 42 U.S.C. §9607, and section 7002 of RCRA, 42 U.S.C. § 6972, and the State Statutes, including California Health and Safety Code Section 25360.6, for injunctive relief with regard to the Site, for the State Natural Resource Damages Claim and for response costs incurred and to be incurred by the State Regulatory Entities and the State Trustee at or in connection with the Site, thereby reducing litigation relating to the Site;
- b. to resolve any alleged claims of the State Settling Parties against the State Regulatory Entities and the State Trustee with regard to the Site;
- c. to simplify any remaining administrative and judicial enforcement activities concerning the Site by resolving the alleged liability of a substantial number of PRPs with respect to the Site;

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- d. to obtain settlement with State Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by the State Regulatory Entities (“State Response Costs”); and
- e. to provide for contribution protection for State Settling Parties with regard to the Site pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and California Health and Safety Code § 25360.6(b) for State Response Costs and the State Natural Resource Damages Claim.

III. DEFINITIONS

9. 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:

“Casmalia Consent Decree” shall mean 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. CV96-6518 KMW(Jgx).

“Casmalia Resources Closure/Post-Closure Trust Fund” shall mean the trust fund established by Casmalia Resources, as grantor, on or about October 24, 1985, to address closure/post-closure requirements established by the State of California, Department of Health Services and applicable to the Casmalia Resources Hazardous Waste Management Facility.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Small Business Liability Relief and Brownfields Revitalization Act of 2002, Pub. L. No. 107-118, 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 XVI). In the event of conflict between this Consent Order and any Appendix, this Consent Order shall control.

“Contaminants List” shall mean those contaminants identified to date at the Site and listed in Appendix E.

“CSC” shall mean the Casmalia Steering Committee.

“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.

“De Minimis Party” shall mean any Potentially Responsible Party that the U.S. EPA has determined sent no more than 8.5 million pounds of waste to the Site.

“DFG” shall mean the California Department of Fish and Game and any successor entity. DFG is both a State Regulatory Entity and the State Trustee for the purposes of this Consent Order.

“DTSC” shall mean the California Department of Toxic Substances Control and any successor entity.

“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.

“Facility” shall mean the former permitted Casmalia Resources Hazardous Waste

Management 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 as Appendix D.

“Federal Trustees” shall mean the Departments of Interior and Commerce, on behalf of the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration, respectively.

“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), and under applicable provisions of State law.

“Natural Resource Damages” or “NRD” means damages, including costs of damages assessment, recoverable under section 107 of CERCLA, 42 U.S.C. § 9607, and applicable provisions of State law, 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; the State Regulatory Entities; the State Trustee; and the Settling Parties.

“Person” shall mean an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, state, municipality, commission, political subdivision of a state, or any interstate body.

“Phase 1 Work” and “Phase 2 Work” shall have the meaning assigned to them in the Casmalia Consent Decree. However, if the Casmalia Consent Decree is no longer in effect, the

term “Phase 1 Work” shall mean all work performed and paid for by the CSC, and the term “Phase 2 Work” shall mean all remaining response actions at the Site up to and including the first five years of operation and maintenance (“O&M”).

“Regional Board” shall mean the California Regional Water Quality Control Board, Central Coast Region, and any successor entity.

“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).

“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).

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

“Settling Parties” shall mean those entities listed in Appendices A and C.

“Site” or “Casmalia Disposal Site” shall mean the Facility, as defined herein, and the areal extent of contamination that is presently located in the vicinity of the Facility, and any related “facility” as defined in CERCLA section 101(9), 42 U.S.C. 9601(9), 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.

“State Natural Resource Damages Claim” or “State NRD Claim” shall mean the claim for natural resources damages asserted by DFG and the amount of natural resource damages for the Site that DFG has estimated as its current or future claim for the purposes of this Consent Order only. That current claim is sixteen million dollars (\$16,000,000).

“State Regulatory Entities” shall collectively refer to DTSC, DFG, and the Regional Board.

“State Response Costs” shall refer to response costs incurred and to be incurred at or in connection with the Site by the State Regulatory Entities.

“State Settling Parties” shall mean those parties listed on Appendix C.

“State Statutes” shall mean the California Health and Safety Code, sections 25300 et seq., and 25189.1; the Porter-Cologne Water Quality Control Act, California Water Code sections 13000 et seq.; the California Fish and Game Code, sections 5650, 5650.1, 2014, 711.7 and 12016; and the California Government Code, sections 8670.56.5 and 8670.61.5.

“State Trustee” shall mean the California Department of Fish and Game, acting through its Director.

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

“U.S. Settling Parties” shall mean those entities listed in Appendix A.

“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.

IV. STATEMENT OF FACTS

10. Paragraphs 11 through 33 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.

11. 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.

12. The location of the Site is near the southern end of the Casmalia Hills in 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 Site 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.

13. 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.

14. During the Facility's sixteen (16) years of operation, the owner(s)/operator(s) accepted approximately 5.6 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.

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

16. 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 the Facility and remediate the Site, asserting that they had insufficient monies to pay for closure or remediation.

17. The Casmalia Resources Closure/Postclosure Trust Fund is insufficient to pay for the total estimated costs of closure and post-closure activities at the Site.

18. After the owner(s)/operator(s) ceased accepting off-Site waste, the

owner(s)/operator(s) curtailed maintenance activities, and Site conditions deteriorated and became unstable.

19. 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.

20. 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.

21. Because the owner(s)/operator(s) had 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 PRPs 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 CSC. U.S. EPA negotiated with the CSC and other PRPs to secure implementation of response actions at or in connection with the Site.

22. 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 Site 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.

23. 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.

24. 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. In addition, on June 29, 2006, U.S. EPA entered into an administrative Agreement for Recovery of Response Costs with certain 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.

25. 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. An opportunity to settle has been offered to approximately 1,500 PRPs since 1999. 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.

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26. Information currently known to U.S. EPA indicates that each Settling Party arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such Settling Party, by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site, which was selected by such Settling Party.

27. Information currently known to U.S. EPA indicates that each Settling Party contributed less than 8.5 million 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. For the purposes of this Consent Order, these Settling Parties are De Minimis Parties. The volume of materials attributed by U.S. EPA to each Settling Party is specified in Appendices A and C. Appendix E, entitled Contaminants List, provides a list of contaminants identified to date at the Site.

28. 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 U.S. Settling Party pursuant to this Consent Order is a minor portion of this total amount. The required payment to the United States (for Settlement Option A or B) for each U.S. Settling Party is specified in Appendix A.

29. 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 and State Natural Resource Trustees pursuant to CERCLA section 104(b)(2), 42 U.S.C. § 9604(b)(2).

30. As a result of the release or threatened release of hazardous substances at or near the Site, the State Regulatory Entities have undertaken response actions at or in connection with the Site pursuant to state and federal law, and will undertake response actions in the future, that have been and will be consistent with the response actions undertaken by U.S. EPA.

31. The State Regulatory Entities estimate, for the purposes of this Consent Order only, that the total response costs incurred and to be incurred by the State Regulatory Entities at or in connection with the Site, excluding NRD, are \$11,474,062. The payment required to be made by each State Settling Party pursuant to this Consent Order is a minor portion of this total amount. The required payment to the State Regulatory Entities for each State Settling Party is specified in Appendix C.

32. Furthermore, the State Trustee currently estimates, for the purposes of this Consent Order only, that the State Natural Resource Damages at the Site are \$16,000,000, which includes approximately \$400,000 incurred by DFG in response costs prior to October 1, 1999. The payment required to settle such State Natural Resource Damages is specified for each State Settling Party in Appendix C.

33. The formula for U.S. Settling Parties' payments is identified in Paragraph 38. The formula for State Settling Parties' payments is identified in Paragraph 39.

V. DETERMINATIONS

34. Based upon the Statement of Facts set forth above and on the administrative record for this Site, U.S. EPA, the United States (on behalf of the Federal Trustees), the State Regulatory Entities, and the State Trustee, 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 material containing hazardous substances and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party is minimal in comparison to other hazardous substances at the Site as set forth in the Contaminants List attached as Appendix E, within the meaning of section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).
- i. The State Regulatory Entities and the State Trustee are entering into this Consent Order under the authority of 107(a) of CERCLA, 42 U.S.C. § 9607(a) and the

State Statutes.

VI. ORDER

35. Based upon the administrative record for the Site, 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

36. As to the claims of U.S. EPA and the United States, on behalf of the Federal Trustees, U.S. Settling Parties may choose between Settlement Options A and B as set forth in this Section and in Sections XI (Covenants and Reservations of Rights by United States) and XIV (Effect of Settlement/Contribution Protection). Except where this Consent Order specifies particular Sections or Paragraphs as pertaining to Settlement Option A or B, in which case those provisions apply only to U.S. Settling Parties that elect Settlement Option A or B, respectively, all other terms of this Consent Order referring to U.S. Settling Parties or Settling Parties apply equally to all U.S. Settling Parties, regardless of which settlement option they choose. However, because parties may choose to settle with either the United States or the State Regulatory Entities and the State Trustee, or all, terms referring to U.S. Settling Parties do not apply to any State Settling Party unless that State Settling Party is also a U.S. Settling Party. Likewise, terms referring to State Settling Parties do not apply to any U.S. Settling Party unless that U.S. Settling Party is also a State Settling Party.

37. General Description of Options

- a. As between the two settlement options, Settlement Option A is designed to provide U.S. 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 (but not including the State Regulatory Entities and the State Trustee), will exceed the estimated total response costs upon which Settling Parties' payments are based. The premium for Option A is 100%. Pursuant to Section XI (Covenants and Reservations of Rights by United States), U.S. Settling Parties that choose Settlement Option A will receive more protective covenants (including a covenant not to sue for Natural Resource Damages and Federal Trustees' response costs), and these Settlement 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 XI (Covenants and Reservations of Rights by United States), U.S. Settling Parties that choose Settlement 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.
- c. The Settling Parties also have the option to settle with the State Regulatory Entities and State Trustee, as set forth in Paragraph 39, resolving certain potential liability to the State Regulatory Entities and the State Trustee.

38. Calculation of Payment to U.S. EPA and Federal Trustees

- a. Each U.S. Settling Party's payment is based on its share, by weight, of the total waste disposed of at the Site multiplied by the U.S. EPA's estimated total response costs incurred or to be incurred at or in connection with the Site.
- b. For U.S. Settling Parties that elect Settlement Option A, U.S. EPA's cost estimate is \$284 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, which includes \$12 million that, at the time U.S. EPA prepared the 1999 Cost Estimate, was in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. This figure also includes an estimate of \$193,417 for certain response costs that have been, or will be, incurred by the Federal Trustees at the Site. A portion of the money paid by U.S. Settling Parties that elect Settlement 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). The payment amounts for each U.S. Settling Party are set forth in Appendix A.

- c. For U.S. Settling Parties that elect Settlement Option B, U.S. EPA's cost estimate is \$284 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, which includes \$12 million that, at the time U.S. EPA prepared the 1999 Cost Estimate, was in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. This figure does not include an estimate for any response costs that will be incurred by the Federal Trustees.
- d. Each payment amount by U.S. Settling Parties includes a premium to cover the risks and uncertainties associated with this Consent Order. The premium (100% for Settlement Option A, 50% for Settlement Option B) is applied to each U.S. Settling Party's volumetric share of all estimated "non-fixed Site response costs" but is not applied to U.S. EPA's and the CSC's calculation of "fixed Site response costs." 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 Site response costs together total \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is not assessed against this \$32.86 million. Under Settlement Option A or Settlement Option B, 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 Settlement Option A, the 100% premium is also applied to estimated non-fixed Site response costs of \$193,417 incurred or to be incurred by the Federal Trustees, described in subparagraph b, above.

- e. The mathematical formula for calculating each U.S. Settling Party's payment amount to the U.S. EPA under Settlement Option A is as follows:

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U.S. Settling Party's <u>Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	+	Natural Resources Trustees' Costs \$193,417	X	Premium (100%) 2.0	=	Payment Amount
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U.S. Settling Party's <u>Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	x	Fixed Site Response Costs \$32.86 Million		[No Premium Assessed]
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f. The mathematical formula for calculating each U.S. Settling Party's payment amount to the U.S. EPA under Settlement Option B is as follows:

U.S. Settling Party's <u>Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	X	Premium (50%) 1.5	=	Payment Amount
U.S. Settling Party's <u>Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Fixed Site Response Costs \$32.86 Million		[No Premium Assessed]		

Casmalia Disposal Site

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- g. In the event that the actual costs exceed those identified in the Option A formula above, the United States agrees that this shall not be a basis for seeking additional costs from the Option A U.S. Settling Parties. Further, in the event the actual costs are less than those identified in the formulas above, the U.S. Settling Parties -- both Option A Settling Parties and Option B Settling Parties -- agree that they shall not be entitled to a refund of any payments made or modification of the formula for any payments owing to the United States.
- h. Each Option A U.S. Settling Party's payment amount for Settlement Option A is set forth in the appropriate column opposite that Option A U.S. Settling Party's name on Appendix A. Each Option B U.S. Settling Party's payment amount for Settlement Option B is set forth in the appropriate column opposite that Option B U.S. Settling Party's name on Appendix A.

39. Calculation of Payment to State Regulatory Entities and State Trustee

- a. For Settling Parties that select the State Settlement ("State Settling Parties"), identified in Appendix C, the State Regulatory Entities' response cost estimate for purposes of this settlement is \$11,474,062. The response cost estimate is based on the assumption by the State Regulatory Entities that U.S. EPA will retain lead agency status for all phases of response action that must be taken at the Site, including operation and maintenance ("O&M"). In the event that U.S. EPA does not retain lead agency status throughout the response action, including O&M, the State Regulatory Entities agree that such change in lead agency shall not be a basis for seeking additional response costs from the State Settling Parties.
- b. In addition, for the purposes of this Consent Order with the State Settling Parties only, the State Trustee currently estimates the State Natural Resource Damages Claim at \$16,000,000. In the event that the actual State Natural Resource Damages Claim exceeds \$16,000,000, the State Trustee agrees that this shall not

be a basis for seeking additional costs from the State Settling Parties. Further, in the event the actual State Natural Resource Damages Claim is less than \$16,000,000, the State Settling Parties agree they shall not be entitled to a refund of any percentage paid to settle the State Natural Resource Damages Claim over and above the actual State Natural Resource Damages Claim.

c. Each payment amount for response costs includes a premium to cover the risk and uncertainties associated with the settlement of the State Regulatory Entities' estimated future response costs of \$8,459,570. The premium of 100%, is consistent with U.S. EPA's Settlement Option A. The premium is applied to each State Settling Party's volumetric share of the State Response Costs estimate for costs already incurred or to be incurred after June 30, 2003. June 30, 2003 is the cut-off date selected by State Regulatory Entities for the calculation of costs that have already been incurred for the purposes of the cost estimate prepared for this Consent Order and future enforcement efforts with other de minimis potentially responsible parties. Costs incurred on or before June 30, 2003, which the State Regulatory Entities can document at this time, total \$2,765,392. For purposes of this settlement, the estimated future costs of \$249,100 for DFG are included in the \$16million State Natural Resource Damages Claim. The estimated future costs for the State Regulatory Entities are $\$8,708,670 - \$249,100 = \$8,459,570$, and the premium is applied to this amount.

d. The following formula is used to calculate the payment for each State Settling Party to settle claims for the State Response Costs:

$$\begin{aligned} & \text{(State Settling Party's Waste Volume / Total Site Waste Quantity of 5.6 billion lbs.)} \\ & \times \$2,765,392 \text{ [which represents past response costs]} \\ & \qquad \qquad \qquad + \\ & \text{(State Settling Party's Waste Volume / Total Site Waste Quantity of 5.6 billion lbs.)} \end{aligned}$$

x \$8,459,570 x 2 [100% premium][which represents estimated future response costs of DTSC and the Regional Board and a settlement premium].

- e. The following formula is used to calculate the payment for each State Settling Party to resolve the State Natural Resource Damages Claim:

(State Settling Party's Waste Volume / Total Site Waste Quantity of 5.6 billion lbs.)
x \$16 million

- f. Each State Settling Party's payment amount for settlement of State Response Costs is set forth in the appropriate column opposite that State Settling Party's name in Appendix C. Each State Settling Party's payment amount for settlement of State Natural Resource Damages Claim is set forth in the appropriate column opposite that State Settling Party's name in Appendix C.

VIII. PAYMENT

40. Signature by Settling Parties

- a. Each U.S. Settling Party has submitted to U.S. EPA a fully and properly executed original signature page for this Consent Order entitled "Consent and Authorization for Agreement to Settle with the United States," electing either Settlement Option A or Settlement Option B, and paid to the Escrow Account the payment specified for that U.S. Settling Party in the appropriate column opposite that U.S. Settling Party's name in Appendix A in accordance with the instructions provided in Paragraph 41(a).
- b. Each State Settling Party shall have provided to the State Regulatory Entities' and State Trustee's designated representative a fully and properly executed original signature page for this Consent Order, entitled "Consent and Authorization for Agreement to Settle with the State Regulatory Entities and the State Trustee."

41. Payment Provisions

a. Payment to the U.S. EPA

Each U.S. Settling Party made payment in full by one of the following methods to the U.S. EPA:

(1) 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

and including an original completed Payment Invoice.

(2) 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 Custodial Agreement
Payor: the name of the Settling Party exactly as it appears at the top of the "Consent and Authorization for Agreement to Settle with the United States" page.

At the time of payment, each U.S. Settling Party 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 CDM235377

b. Payment to State Regulatory Entities for State Response Costs

Within fifteen (15) days after receipt of notice from the Office of the California

Attorney General of the effective date of this Consent Order, each State Settling Party shall pay the sum for State Response Costs set forth next to its name in Appendix C as follows:

i) Payment to DTSC shall be made by one of the following methods:

(a) by Cashier's or Certified Check sent to:

California Department of Toxic Substances Control
Accounting Section - Cashiering Unit (FLR 21-1)
Attention: Cashier
1001 "P" Street
P.O. Box 806
Sacramento, California 95812-0806

If payments are made by cashier's or certified check, the check shall be made payable to the California Department of Toxic Substances Control. The payment shall indicate the name of this Consent Order and its U.S. EPA Docket Number.

or

(b) by Wire Transfer to the California Department of Toxic Substances Control, including the following information:

1. Name and address of the California Department of Toxic Substances Control's banking institution to which the transfer is to be made:

Bank of America, Sacramento Government Services, Unit 1436
555 Capitol Mall, Suite 1555
Sacramento, CA 95814

2. Account number to which the wire transfer should be sent:

Financial Institution:	Bank of America, San Francisco, CA
ABA Routing Number:	0260-0959-3
Beneficiary:	State of California
Beneficiary Information:	State Treasurer's Demand Deposit Account
Beneficiary Account No.:	14993-24597

3. Attn: Ellen Day
Government Services
(916) 321-4677

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If payment to DTSC is made by wire transfer, the State Settling Party will need to

call the DTSC Accounting Office at (916) 322-5539 or (916) 324-3099 to notify them that a wire transfer will be sent and provide the State Settling Party's name, the amount of the transfer, the name of this Consent Order and the U.S. EPA Docket Number.

ii) Payment to the Regional Board shall be made by one of the following methods:

(a) by wire transfer, including the following information:

1. Name and address of the California Department of Justice's banking institution to which the transfer is to take place:

Bank of America, Sacramento Government Services, Unit 1436
555 Capitol Mall, Suite 1555
Sacramento, CA 95814

2. Account number to which the wire transfer should be sent:

Financial Institution: Bank of America, San Francisco, CA
ABA Routing No.: 0260-0959-3
Beneficiary: State of California, Dept. of Justice
Beneficiary Information: Casmalia Disposal Site/RWQCB
Beneficiary Account No.: 01482-80005

3. Attn: Marilyn Goodridge
Government Services
(916) 321-4803

(b) or by cashier's or certified check, sent to:

California Department of Justice
Accounting Section – Cashiering Unit
Attention: Michelle Lewis
1300 "I" Street, Suite 810
P.O. Box 944255
Sacramento, California 94244-2550

The payments shall indicate the name of this Consent Order and its U.S. EPA Docket Number. Any payment received by any of the State Regulatory Entities or the California Department of Justice after 5:00 p.m. Pacific Time will be credited the next business day. At the time of the payments to DTSC and the Regional Board, each State Settling Party shall submit copies of the completed cost payment invoices for DTSC and the Regional Board and a copy of each check or

wire confirmation to:

Kimberly Kelley Espinoza
Senior Legal Analyst
Office of the Attorney General, Environment Section
California Department of Justice
110 W. A Street, Suite 1100
San Diego, California 92101

c. Payment to the State Trustee

Within fifteen (15) days after the receipt of notice from the Office of the California Attorney General of the effective date of this Consent Order, each State Settling Party shall pay the sum for the State Natural Resource Damages Claim set forth next to its name in Appendix C by cashier's or certified check payable to California Department of Fish and Game to the following address:

John Holland
Legal Department
Office of Spill Prevention and Response
Department of Fish and Game
P.O. Box 160362
Sacramento, California 95816-0362

Any payment received by the California Department of Fish and Game after 5:00 p.m. Pacific Time will be credited the next business day. At the time of the payment, each State Settling Party shall submit a copy of the completed State Natural Resources Damages Claim Payment Invoice and a copy of the check to:

Kimberly Kelley Espinoza
Senior Legal Analyst
Office of the Attorney General, Environment Section
California Department of Justice
110 W. A Street, Suite 1100
San Diego, California 92101

42. Refunds from the Escrow Account.

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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 U.S. 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 with respect to payments made by the U.S. Settling Parties under this Consent Order.

43. Disqualification.

If the U.S. EPA determines, in its sole and unreviewable discretion, that one or more of the statements of facts made in Paragraph 27 or the determinations made in Subparagraphs 34(g) or (h) no longer apply(ies) to a Settling Party, U.S. EPA may, in its sole and unreviewable discretion, disqualify such Settling Party from participation in this Consent Order, or may proceed in accordance with Paragraph 53 herein. If U.S. EPA determines that a Settling Party is disqualified, U.S. EPA will notify the Escrow Trustee. The Escrow Trustee shall, within thirty (30) days of receipt of written notification by U.S. EPA of such disqualification, refund the payment made to the U.S. EPA by such U.S. Settling Party. U.S. EPA will timely notify the Project Coordinator for the State Regulatory Entities of any such disqualification or determination to proceed in accordance with Paragraph 53. The State Regulatory Entities and the State Trustee reserve the right also to disqualify the disqualified Settling Party or to proceed in accordance with Paragraph 59 herein. The State Regulatory Entities will inform U.S. EPA in writing of a change in Project Coordinator for the State Regulatory Entities.

IX. FAILURE TO MAKE TIMELY PAYMENTS

44. Interest on Late Payments to the United States

- a. Because all U.S. Settling Parties electing Settlement Option A have remitted payment to the U.S. EPA in full as required by Paragraph 41 prior to the effective date of this Consent Order, no Interest shall accrue on any such payment.
- b. U.S. Settling Parties electing Settlement Option B who fail to pay their share of increased costs as set forth in Paragraph 56 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 56. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in paragraph 41(a).

45. Stipulated Penalties

- a. In addition to the Interest required by Paragraph 44, if an Option B U.S. Settling Party fails to remit the payment required by Paragraph 56 when due, then that Option B U.S. Settling Party 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 an Option B U.S. Settling Party is due pursuant to Paragraph 56 and shall continue to accrue until all payments required by this Consent Order for that Option B U.S. Settling Party 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 Option B U.S. Settling Party 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 56.
- d. Stipulated penalties due to U.S. EPA shall be paid contemporaneously with the payment of the amount required by Paragraph 56 and the Interest thereon required by Paragraph 44. 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 cashier's check made payable to "U.S. EPA Hazardous Substances Superfund," and shall be mailed to:

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

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All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the U.S. Settling 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.

46. Interest and Stipulated Penalties on Late Payments to State Regulatory Entities or State Trustee

- a. State Settling Parties who fail to make full payment to the State Regulatory Entities and the State Trustee as required in Paragraph 41(b) and (c) shall pay Interest on the unpaid balance, commencing on the date that payment is due and accruing through the date of the payment.
- b. Interest shall be paid by a separate check to the respective payee in the amount of the Interest owed. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in Paragraph 41(b) and (c).
- c. In addition to the Interest required by this Paragraph, if a State Settling Party fails to remit the payments required by Paragraph 41(b) and (c) when due, the State Regulatory Entities or State Trustee may, at their respective discretion, order State Settling Party to pay stipulated penalties up to \$500 per day for each calendar day that a payment required pursuant to paragraph 41(b) and 41(c) is late. Stipulated penalty payments and copies of payments shall be mailed to the contact person(s) and addresses set forth in Paragraph 41(b) and (c).

47. The releases and covenants set forth in Sections XI (Covenants and Reservations of

Rights by United States), XII (Covenants and Reservations of Rights by State Regulatory Entities and State Trustee) and XIII (Covenants by Settling Parties Not to Sue), and the contribution protection set forth in Section XIV (Effect of Settlement/Contribution Protection) are conditional upon compliance with all the terms of this Consent Order, including – for U.S. Settling Parties electing Settlement Option B – payment pursuant to Paragraph 56.

48. If U.S. EPA or U.S. DOJ brings an action to enforce this Consent Order against U.S. Settling Party(ies), such U.S. Settling Party(ies) 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.

49. If the State Regulatory Entities or the State Trustee brings an action to enforce the obligations to them under this Consent Order against State Settling Party(ies), such State Settling Party(ies) shall reimburse the State Regulatory Entities and/or State Trustee for all costs of such enforcement action, including, but not limited to, costs of attorney time.

50. If any Settling Party fails to make full payment as required, the United States, the State Regulatory Entities, and the State Trustee may, in addition to any other available remedies or sanctions, bring an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and under comparable State law for failure to make timely payment.

X. CERTIFICATION OF SETTLING PARTY

51. By signing this Consent Order, each Settling Party certifies, individually, that it has no reason to disagree with the U.S. EPA's determination that such Settling Party: (a) contributed less than 8.5 million pounds of materials containing hazardous substances to the Site, and (b) contributed hazardous substances of minimal toxic or other hazardous effects in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix E.

XI. COVENANTS AND RESERVATIONS OF RIGHTS BY UNITED STATES

52. General Reservations. The covenants by the United States set forth in Paragraphs 54

and 55 of this Consent Order do not pertain to any matters other than those expressly specified in Paragraphs 54 and 55. The United States reserves, and this Consent Order is without prejudice to, all rights against U.S. Settling Parties, with respect to all matters not expressly included within the covenants by the United States in Paragraphs 54 and 55. 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 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 U.S. Settling Party after the effective date of this Consent Order by the U.S. Settling Party;
- d. liability arising from the past, present, or future arrangement by a U.S. Settling Party, or a subsidiary or affiliated entity of that U.S. Settling Party for transportation, treatment, storage or disposal of a hazardous substance or a solid waste at the Site that is both (1) not from a facility or specific location owned or operated by that U.S. Settling Party as specified in Appendix A, and (2) not included in the volume of waste attributed to that U.S. Settling Party as set forth in Appendix A; and
- e. with respect to Option B U.S. Settling Parties, claims by Federal Trustees for costs associated with response actions or Natural Resource Damages claims at the Site.

Except as provided in paragraph 62, the United States reserves, and this Consent Order is without prejudice to, all rights of the United States against persons who are not U.S. Settling Parties.

53. 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 U.S. Settling Party seeking to compel that U.S. 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 U.S. Settling Party no longer qualifies as a de minimis party at the Site because such U.S. Settling Party contributed more than 8.5 million pounds of materials containing hazardous substances to the Site, or contributed hazardous substances the toxic or hazardous effect of which are not minimal in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix E. For purposes of this Section only, the volume of material contributed by a U.S. Settling Party shall not include any waste sent by an entity merged into or otherwise acquired by such U.S. Settling Party after the effective date of this Consent Order.

54. In consideration of the payments that have been made by U.S. Settling Parties that have elected to settle under the provisions of Settlement Option A ("Option A U.S. Settling Parties") under the terms of this Consent Order, and except as specifically provided in Paragraphs 52 and 53 of this Consent Order, the United States hereby covenants not to sue or to take administrative action against any of the Option A U.S. Settling Parties pursuant to sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 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 U.S. Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by that Option A U.S. Settling Party of all its obligations under this Consent Order; and b) the veracity of any information provided to U.S. EPA by that Option A U.S. Settling Party relating to Settling

Party's involvement with the Site. This covenant extends only to Option A U.S. Settling Parties and does not extend to any other person.

55. In consideration of the payments that have been and may be made by U.S. Settling Parties that have elected to settle under the provisions of Settlement Option B ("Option B U.S. Settling Parties") under the terms of this Consent Order, and except as specifically provided in Paragraphs 52, 53 and 56 of this Consent Order, the U.S. EPA hereby covenants not to sue or to take administrative action against any of the Option B U.S. Settling Parties pursuant to sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site, for the Work, Past Response Costs and Future Response Costs. With respect to present and future liability, this covenant not to sue 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 U.S. Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by Option B U.S. Settling Parties of all its obligations under this Consent Order, including, but not limited to, the obligation to make future payments pursuant to Paragraph 56; and b) the veracity of any information provided to U.S. EPA by that Option B U.S. Settling Party relating to that Option B U.S. Settling Party's involvement with the Site. This covenant not to sue extends only to Option B U.S. Settling Parties and does not extend to any other person.

56. Reservation for Increased Costs of Response Actions

- 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 U.S. Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B U.S. 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 \$284 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 U.S. Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B U.S. Settling Parties pay, their volumetric share of any increase in response costs if:

(i) upon certification of completion of Phase 2 Work, U.S. EPA has revised, or approved the revision of, the cost estimate for all response 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, any Engineering Evaluation/Cost Analysis, Remedial Investigation/Feasibility Study, ROD, or 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 U.S. 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 U.S. 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-ROD Cost Estimate described in subparagraph b, above, or an increase in the Post-Phase 2 Cost Estimate described in subparagraph c, above.
- g. Option B U.S. 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. U.S. EPA shall prepare a response to significant comments, 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 U.S. Settling Parties a notice containing the response to comments, and any resulting revision to the cost estimate and corresponding adjustment to each Option B U.S. Settling Party's required payment amount. If no comments were received, U.S. EPA shall notify the

Option B U.S. Settling Parties that the prior Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, of which the Option B U.S. Settling Parties received notice pursuant to subparagraph e, above, has become final, and shall make a demand for payment to each Option B U.S. 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 U.S. 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 U.S. 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 U.S. Settling Party 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 U.S. Settling Party for payment of the amount set forth in the notice sent to each Option B U.S. 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 U.S. 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 U.S. Settling Party's required payment amount, and a demand for payment of such amount.

k. Option B U.S. Settling Parties' Manner of Payment and Failure to Make Timely Payment

(i) Option B U.S. Settling Parties 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 41(a).

(ii) If an Option B U.S. Settling Party fails to remit any payment(s) required by subparagraph k(i), above, when due, then that Option B U.S. Settling Party shall pay Interest on the unpaid balance in accordance with Paragraph 44. Payment of such Interest shall be made in accordance with Paragraphs 41(a) and 44.

(iii) In addition to Interest, such Option B U.S. Settling Party 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 and shall be paid as set forth in Paragraph 45.

(iv) Each Option B U.S. Settling Party 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 U.S. Settling Party shall be suspended for a period commencing on the Effective Date of this Consent Order 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 any Option B U.S. Settling Party, such Option B U.S. Settling Party 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 U.S. Settling Parties' failure to comply with the requirements of this Consent Order.

1. 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 U.S. 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 41(a), above.

XII. COVENANTS AND RESERVATIONS OF RIGHTS BY STATE REGULATORY ENTITIES AND STATE TRUSTEE

57. In consideration of the payments that will be made by State Settling Parties to the

State Regulatory Entities under the terms of this Consent Order, and except as specifically provided in Paragraphs 58 and 59 of this Consent Order, the State Regulatory Entities hereby covenant not to sue or to take administrative action against any of those State Settling Parties pursuant to section 107 of CERCLA, 42 U.S.C. § 9607, and section 7002 of RCRA, 42 U.S.C. § 6972, the State Statutes, or state nuisance and trespass laws, relating to the Site. In addition, in consideration of the payments that will be made by State Settling Parties to the State Trustee under the terms of this Consent Order, the State Trustee hereby covenants not to sue or to take administrative action against any of those State Settling Parties pursuant to section 107 of CERCLA, 42 U.S.C. § 9607, and section 7002 of RCRA, 42 U.S.C. § 6972, the State Statutes, or state nuisance and trespass laws, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the State Trustee. With respect to present and future liability, these covenants shall take effect upon the effective date of this Consent Order as set forth in Paragraph 78 of Section XX (Effective Date). With respect to each State Settling Party, individually, these covenants are conditioned upon: a) the satisfactory performance by that State Settling Party of all its obligations to the State Regulatory Entities and the State Trustee under this Consent Order; and b) the veracity of any information provided to U.S. EPA by that State Settling Party relating to that State Settling Party's involvement with the Site. These covenants extend only to the State Settling Parties and do not extend to any other person.

58. The covenants by the State Regulatory Entities and the State Trustee set forth in Paragraph 57 of this Consent Order do not pertain to any matters other than those expressly specified in Paragraph 57. The State Regulatory Entities and the State Trustee reserve, and this Consent Order is without prejudice to, all rights against the State Settling Parties, with respect to all other matters, including but 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 of a hazardous substance or a solid waste at or in connection with the Site by that State Settling Party after the effective date of this Consent Order; and
- d. liability arising from the past, present, or future arrangement for disposal or treatment by a State Settling Party, or a subsidiary or affiliated entity of that State Settling Party for transportation, treatment, storage or disposal of a hazardous substance or a solid waste at the Site that is both (1) not from a facility or specific location owned or operated by that State Settling Party as specific in Appendix C, and (2) not included in the volume of waste attributed to that State Settling Party as set forth in Appendix C.

Nothing in this Consent Order precludes the State Regulatory Entities and the State Trustee from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any person not a party to this Consent Order. Nothing herein diminishes the right of the State Regulatory Entities and the State Trustee to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

59. Notwithstanding any other provision in this Consent Order, the State Regulatory Entities and the State Trustee reserve, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual State Settling Party seeking to compel that State Settling Party to perform response actions relating to the Site, and/or to reimburse the State Regulatory Entities and the State Trustee, for additional costs of response and/or Natural Resource Damages, if information not currently known to the U.S. EPA, the State Regulatory Entities or the State Trustee is discovered that indicates such State Settling Party no longer qualifies as a de minimis party at the Site because such State Settling Party contributed more than 8.5 million pounds of materials containing hazardous substances to the

Site, or contributed hazardous substances the toxic or other hazardous effect of which is not minimal in comparison to other hazardous substances at the Site as set forth in the Contaminants List attached as Appendix E. For purposes of this Section only, the volume of material contributed by a State Settling Party shall not include any waste sent by an entity merged into or otherwise acquired by such State Settling Party after the effective date of this Consent Order.

XIII. COVENANTS BY SETTLING PARTIES NOT TO SUE

A. Covenants by U.S. Settling Parties

60. Except as provided in Paragraph 62, U.S. Settling Parties 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;
- d. any claim pursuant to section 7002 of RCRA, 42 U.S.C. §§ 6972, or any other comparable California laws, relating to the Site;
- e. any claim asserting a “takings” or similar claim; and

Except as provided in Paragraphs 62 and 66, 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 52(c), (d) and (e), and 53, but only to the extent that Settling Parties’ claims

arise from the same response actions, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

61. 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).

62. U.S. 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 any claims or causes of action shall not apply with respect to any defense, claim, or cause of action that a U.S. 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 U.S. Settling Party.

B. Covenants By State Settling Parties as to State Regulatory Entities and State Trustee

63. State Settling Parties covenant not to sue and agree not to assert any claims or causes of action against any of the State Regulatory Entities or the State Trustee or their contractors, representatives, agents, officers 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 Hazardous Substances Account, the State Pollution Cleanup and Abatement Account or any other account or fund managed by the State Regulatory Entities pursuant to any federal or state law;
- b. any claims arising out of response activities at the Site;
- c. any claim pursuant to sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, or any other related or similar federal or state laws, including California Health and Safety Code section 25363, relating to the Site;
- d. any claim pursuant to section 7002 of RCRA, 42 U.S.C. §§ 6972, or any other

comparable California laws, relating to the Site; and

- e. any claim asserting a "takings" or similar claim.

64. State Settling Parties covenant not to sue and agree not to assert any claims or causes of action with regard to the Site pursuant to sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, or any other comparable California law 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 covenant not to sue and agreement not to assert any claims or causes of action shall not apply with respect to any defense, claim, or cause of action that a State 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 State Settling Party.

XIV. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

65. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not one of the Parties to this Consent Order. Except as provided in paragraphs 62 and 64, the parties each reserve any and all rights, defenses, claims, demands, and causes of action which 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.

66. 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 set forth in Section XIII (Covenants by Settling Parties Not To Sue).

67. In any subsequent administrative or judicial proceeding initiated by the State Regulatory Entities or the State Trustee for injunctive relief, Natural Resource Damages,

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 U.S. Settling Parties, the "matters addressed" in this Consent Order do not include

(i) those response costs or response actions as to which the United States has reserved its rights under this Consent Order, in the event that the United States asserts rights against U.S. Settling Parties coming within the scope of such reservations for failure to comply with this Consent Order; (ii) Natural Resource Damages; and (iii) response costs incurred or to be incurred by the United States Air Force.

c. For State Settling Parties, the "matters addressed" in this Consent Order are all response actions taken by the State Regulatory Entities, and all response costs incurred and to be incurred by the State Regulatory Entities, at or in connection with the Site and State Natural Resource Damages at or relating to the Site, except as to: (i) response costs or response actions for which the State Regulatory Entities and the State Trustee have reserved their rights under this Consent Order and (ii) claims for failure to comply with this Consent Order. The Parties agree that as to "matters addressed" the State Settling Parties are also entitled to contribution protection pursuant to California Health and Safety Code section 25360.6.

69. Each Settling Party agrees 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, it will notify U.S. EPA, the State Regulatory Entities, and the State Trustee in writing at the following addresses no later than sixty (60) days prior to the initiation of such suit or claim:

a. For the United States:

Chief, Hazardous Waste Branch
Office of Regional Counsel

CDM235398

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 set forth in Section XIII (Covenants by Settling Parties Not To Sue).

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

U.S. Environmental Protection Agency
75 Hawthorne Street (ORC-3)
San Francisco, CA 94105-3901

b. For the State Regulatory Agencies and the State Trustee:

Senior Assistant Attorney General
Environment Section
Attorney General's Office
State of California Department of Justice
1515 Clay St., 20th Floor
Oakland, California 94612-0550

and

Caroline Rudolph
Project Coordinator for the Casmalia Disposal Site
DTSC
P.O. Box 806
Sacramento, CA 95812-0806

Each Settling Party further agrees that it will notify U.S. EPA and the State Regulatory Entities 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.

XV. PARTIES BOUND

70. This Consent Order shall apply to and be binding upon U.S. EPA, the United States, on behalf of the Federal Trustees, the State Regulatory Entities, the State Trustee and upon Settling Parties and their heirs, successors and assigns. Any change in ownership, political configuration, or corporate or other legal status of a Settling Party, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's obligations 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.

XVI. INTEGRATION/APPENDICES

71. 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 terms 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 non-federal entity U.S. Settling Parties and their waste volumes and settlement payment amounts.

“Appendix B” is reserved.

“Appendix C” is the list of the State Settling Parties and their waste volumes and settlement payment amounts.

“Appendix D” is a map of the Site.

“Appendix E” is a list of contaminants identified to date at the Site.

XVII. PUBLIC COMMENT

72. 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, including a public hearing in the affected area, in accordance with section 7003(d) of RCRA, 42 U.S.C. § 6973(d).

73. 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.

74. After the public comment period described in Paragraph 72, above, any of the State Regulatory Entities or the State Trustee may withdraw or modify consent to this Consent Order if comments received during the comment period disclose facts or considerations which indicate that this Consent Order as applied to that State Regulatory Entity or State Trustee is inappropriate, improper, or inadequate.

XVIII. U.S. ATTORNEY GENERAL APPROVAL

75. The Attorney General of the United States or his 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).

XIX. SEVERABILITY

76. If any provision of this Consent Order is determined to be invalid, illegal, or unconstitutional, the remainder of this Consent Order shall not automatically be affected by such a ruling, unless the provisions are inextricably related.

XX. EFFECTIVE DATE

77. The effective date of this Consent Order for terms relating to the U.S. Settling Parties shall be the date upon which U.S. EPA issues written notice to Settling Parties that the public comment period pursuant to Paragraph 72 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. The written notice also shall be provided to the representatives of the State Regulatory Entities and the State Trustee identified in Paragraph 69. If any provision of this Consent Order relating to State Settling Parties does not become effective or is invalidated for any reason, provisions relating to U.S. Settling Parties shall nonetheless become effective and remain in effect.

78. The effective date of this Consent Order for terms relating to the State Settling Parties shall be the date upon which the Office of the Attorney General of the State of California, on behalf of the State Regulatory Entities and the State Trustee, issues written notice to State Settling Parties and the U.S. EPA representative identified in Paragraph 69 that the settlement is effective. Such notice shall issue only after the public comment period pursuant to Paragraph 72 of this Consent Order has closed and after determining that comments received, if any, do not require modification of or withdrawal from this Consent Order by the State Regulatory Entities or the State Trustee. If any provision of this Consent Order relating to U.S. Settling Parties does

not become effective or is invalidated for any reason, provisions relating to State Settling Parties shall nonetheless become effective and remain in effect.

IT IS SO AGREED AND ORDERED:

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U.S. Environmental Protection Agency

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

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United States, on behalf of the Federal Trustees

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

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California Department of Toxic Substance Control

By: _____
Maziar Movassaghi, Deputy Director

CDM235406

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California Regional Water Quality Control Board, Central Coast Region

By: _____
Roger W. Briggs,
Executive Officer

CDM235407

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California Department of Fish and Game

By: _____
Donald Koch,
Director

CDM235408

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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

CDM235409

Appendix A (Revised 3-29-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
ABM Industries								
	American Building Maintenance	1901 Betmor Ln	Anaheim	CA	305		\$28	
	Ampco Parking	400 S Flower St	Los Angeles	CA	13,175		\$1,203	
	Amtech Reliable Elevator	2121 Leo Ave	Commerce	CA	35,552		\$3,247	
	Easterday Supply Co.	355 7th St	San Francisco	CA	704		\$64	
	Easterday Supply Co.	800 Richards Blvd	Sacramento	CA	2,767		\$253	
	Easterday Supply Co.	901 E 61st St	Los Angeles	CA	55,128		\$5,034	
	Easterday Supply Co.	Richards Blvd	Sacramento	CA	690		\$63	
			<i>TOTAL:</i>		108,321		\$9,892	
Ambassador Laundry								
	Ambassador Laundry	201 E Haley	Santa Barbara	CA	110,760		\$10,115	
			<i>TOTAL:</i>		110,760		\$10,115	
Ancon Marine Environmental & Transportation (f/k/a Ancon Environmental)								
	Ancon Environmental/Ancon Vacuum Truc	P O Box 908	Wilmington	CA	34,446		\$3,146	
	Ancon Environmental/Ancon Vacuum Truc	11409 Carson St	Lakewood	CA	43,980		\$4,016	
	Ancon Environmental/Ancon Vacuum Truc	1022 Eubank Ave.	Wilmington	CA	28,600		\$2,612	
	Ancon Environmental/Aquisition Sales	P O Box 90069	La Brea	CA	35,500		\$3,242	
			<i>TOTAL:</i>		142,526		\$13,016	
Apple Computer, Inc.								
	Apple Computer	20650 Valley Green Dr	Cupertino	CA	827		\$76	
	Apple Computer	7101 Patterson Dr	Garden Grove	CA	10,994		\$1,004	
	Apple Computer	48105 Warm Springs Blvd	Fremont	CA	15,796		\$1,442	
	Apple Computer	10495 Bandley Dr	Cupertino	CA	164,903		\$15,059	
	Apple Computer	10240 Bubb Rd	Cupertino	CA	4,495		\$410	
			<i>TOTAL:</i>		197,015		\$17,991	
Applied Materials Inc.								
	Applied Materials Inc.	2940 Kiefer	Santa Clara	CA	3,379		\$309	
	Applied Materials Inc.	2727 Augustine	Santa Clara	CA	5,434		\$496	
	Applied Materials Inc.	3001 Oakmead Dr	Santa Clara	CA	0		\$0	
	Applied Materials Inc.	3050 Bowers Ave	Santa Clara	CA	249,239		\$22,760	
	Cobilt	2727 Augustine	Santa Clara	CA	2,520		\$230	
			<i>TOTAL:</i>		260,572		\$23,795	
Asian Garden, LTD (f/k/a Bridgecreek Development Company)								
	Bridge Creek Development	14560 Magnolia Ave	Westminister	CA	202,160		\$18,461	
			<i>TOTAL:</i>		202,160		\$18,461	
Authentic Specialty Foods, Inc								
	La Victoria Foods Inc.	822 Garver	Rosemead	CA	34,360		\$3,138	
	La Victoria Foods Inc.	9133 E Garvey Ave	Rosemead	CA	105,740		\$9,656	
	La Victoria Foods Inc.	240 S Sixth Ave	City of Industry	CA	436		\$40	
			<i>TOTAL:</i>		140,536		\$12,834	

Appendix A (Revised 3-29-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Avis Budget Group, Inc (f/k/a Cendant Corporation)								
	Avis Rent A Car	9217 Airport Blvd	Los Angeles	CA	35,509		\$3,243	
	Avis Rent A Car	3349 Skyway Dr	Santa Maria	CA	69,160		\$6,316	
	Avis Rent A Car	San Jose Airport	San Jose	CA	4,375		\$400	
	Avis Rent A Car	Monterey Peninsula Airport	Monterey	CA	5,713		\$522	
	Avis Rent A Car	5680 Hollister	Santa Barbara	CA	404		\$37	
	Avis Rent A Car	4301 Lincoln Blvd		CA	2,944		\$269	
	Avis Rent A Car	P O Box 8021 SF Int'l Airport	San Francisco	CA	1,535		\$140	
	Century 21/Town and Ranch Realty	11980 Woodside Ave Ste 1	Lakeside	CA	1,145		\$105	
	Coldwell Banker	19401 Parthenia	Northridge	CA	1,323		\$121	
	Coldwell Banker	3750 University Ave Ste 250	Riverside	CA	6,432		\$587	
	Coldwell Banker	4040 McArthur Blvd Ste 200	Newport Beach	CA	2,575		\$235	
	Coldwell Banker	5433 E La Palma	Anaheim	CA	2,600		\$237	
	Coldwell Banker	841 E 59th St	Los Angeles	CA	3,307		\$302	
	Coldwell Banker/Roxan Medical Building	533 Fremont Ave	Los Angeles	CA	610		\$56	
	Coldwell Banker/Roxan Medical Building	533 Fremont Ave 4th Floor	Los Angeles	CA	54		\$5	
	ERA Realtors/MBI	812-C Atlantic Blvd	Monterey Park	CA	2,048		\$187	
	Grand Corp. Rent A Car	9217 Airport Blvd	Los Angeles	CA	1,077		\$98	
	Howard Johnson	5405 Stevens Creek Blvd	Santa Clara	CA	30		\$3	
	MBI	P O Box 403	Rutherford	CA	45,348		\$4,141	
	Ramada Inn	2900 N San Fernando Blvd	Burbank	CA	2,954		\$270	
	Travel Lodge Motel	701 E San Ysidro Blvd	San Ysidro	CA	1,500		\$137	
					TOTAL:		190,643	\$17,411
BAE Systems Technology Solutions and Services Inc. f/k/a Vitro Corporation								
	Vitro Corporation	2345 Statham Blvd	Oxnard	CA	1,192		\$109	
					TOTAL:		1,192	\$109
Beneto Inc.								
	Beneto, Inc./Beneto Tank Lines	18755 River Rd	West Sacrament	CA	131,891		\$12,044	
					TOTAL:		131,891	\$12,044
Benjamin and/or Larry Seewack								
	Benjamin Seewack	18730 Paseo Nuevo Rd	Tarzana	CA	168,638		\$15,400	
					TOTAL:		168,638	\$15,400
Brazos Asset Management, Inc.								
	American Real Estate Group	1888 Lockheed Ct	Stockton	CA	4,494		\$410	
	American Real Estate Group	20550 Hwy 99	Madera	CA	2,106		\$192	
	American Real Estate Group	P O Box 429	French Camp	CA	118,860		\$10,854	
	American Savings and Loans	4057 Port Chicago Hwy	Concord	CA	15,633		\$1,428	
					TOTAL:		141,093	\$12,884
C R Bard, Inc.								
	Bard Cardiosurgery Division	2400-A Bisso Ln	Concord	CA	6,580			
	Bard Cardiosurgery Division/Bard Cardiop	1425 S Village Way	Santa Ana	CA	36,266			
					TOTAL:		42,846	
Cal Tech Cabinets								
	Cal Tech Cabinets	14452 Franklin Ave	Tustin	CA	128,835		\$11,765	
					TOTAL:		128,835	\$11,765
Cal Western Paints, Inc.								
	Cal Western Paints	11748 E Slauson Ave	Santa Fe Spring	CA	102,061		\$9,320	
					TOTAL:		102,061	\$9,320

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Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
CertainTeed Pacific Windows Corporation (f/k/a Marshall Aluminum Products)								
	Marshall Aluminum	1160 E Olympic Dr	Corona	CA	2,140	\$195		
	Marshall Aluminum	2206 Alton St	Irvine	CA	212,980	\$19,449		
			<i>TOTAL:</i>		215,120	\$19,644		
Charleston Road Venture I/II								
	Charleston Road Venture I/II	435 Tasso St Ste 300	Palo Alto	CA	168,780	\$15,413		
			<i>TOTAL:</i>		168,780	\$15,413		
Chemex Inc.								
	Chemex Inc.	P O Box 70130	Bakersfield	CA	87,740	\$8,012		
	Chemex Inc.	1903 E Virginia	Bakersfield	CA	13,300	\$1,215		
			<i>TOTAL:</i>		101,040	\$9,227		
City of Oakland								
	City of Oakland	1605 Martin Luther King Way	Oakland	CA	5,939	\$542		
	City of Oakland - Dept. of Public Works	1419 Broadway St Ste 700	Oakland	CA	40,720	\$3,719		
	City of Oakland - Fire Dept.	1270 93rd St	Oakland	CA	4,809	\$439		
	City of Oakland - Police Dept.	455 7th St	Oakland	CA	1,538	\$140		
	City of Oakland - Testing Lab	7101 Edgewater Dr Bldg 4	Oakland	CA	63,940	\$5,839		
			<i>TOTAL:</i>		116,946	\$10,679		
City of Pasadena								
	City of Pasadena	285 E Walnut	Pasadena	CA	892			
	City of Pasadena - Dept. of Water & Power	150 S Los Pobles Ste 200	Pasadena	CA	666			
	City of Pasadena - Dept. of Water & Power	100 N Garfield Room 323	Pasadena	CA	13,304			
	City of Pasadena - Dept. of Water & Power	100 N Garfield Ave	Pasadena	CA	333			
	City of Pasadena - Fire Department	175 N Marengo	Pasadena	CA	3,545			
	City of Pasadena - Redevelopment Agenc	100 N Garfield Ave	Pasadena	CA	81,160			
	City of Pasadena - Sanitation Division	233 W Mountain St	Pasadena	CA	28,613			
			<i>TOTAL:</i>		128,513			
Coastcast Corporation (f/k/a Western Metals Corporation)								
	Coastcast Corp.	14831 S Maple Ave	Gardena	CA	525	\$48		
	Coastcast Corp.	2146 Gladwick St	Compton	CA	78,960	\$7,211		
	Coastcast Corp.	2130 Gladwick	Compton	CA	45,223	\$4,130		
			<i>TOTAL:</i>		124,708	\$11,389		
College Elementary School District								
	Santa Ynez Valley, College School District	Pine St - Santa Ynez	Santa Ynez	CA	104,060	\$9,503		
			<i>TOTAL:</i>		104,060	\$9,503		
Colton-Wartsila Inc.								
	Colton-Wartsila Inc.	330 W Citrus	Colton	CA	245,740	\$22,441		
			<i>TOTAL:</i>		245,740	\$22,441		
Conrac Corp/Mark IV Industries, Inc								
	Conrac Corp.	600 N Rimsdale Ave	Covina	CA	352,158	\$32,159		
	Conrac Corp.	9200 E Bolsa Ave	Westminster	CA	11,782	\$1,076		
	Conrac Corp., SCD Division	1700 S Mountain Ave	Duarte	CA	9,353	\$854		
			<i>TOTAL:</i>		373,293	\$34,089		

Appendix A (Revised 3-29-2009)
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Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Cooper US, Inc (f/k/a Procyon Technologies, Inc)								
	G&H Technology, Inc.	750 W Ventura Blvd	Camarillo	CA	32,749		\$2,991	
	G&H Technology, Inc.	1649 17th St	Santa Monica	CA	140,006		\$12,785	
			<i>TOTAL:</i>		172,755		\$15,776	
County of Sonoma								
	County of Sonoma	1530 Bennett Valley Rd	Santa Rosa	CA	8,473		\$774	
	County of Sonoma - Agricultural Commissi	2604 Ventura Ave Room 101	Santa Rosa	CA	3,015		\$275	
	County of Sonoma - Dept. of Public Works	500 Mecham Rd	Petaluma	CA	1,247		\$114	
	County of Sonoma - Fleet Operation	2688 Ventura Ave	Santa Rosa	CA	10,700		\$977	
	County of Sonoma - Office of Education	410 Fiscal Dr	Santa Rosa	CA	596		\$54	
	County of Sonoma - Office of Emergency	600 Administration Dr	Santa Rosa	CA	6,852		\$626	
	County of Sonoma - Public Works	575 Administration Dr Administrat	Santa Rosa	CA	395		\$36	
	County of Sonoma - Road Maint. Yard	2175 Airport Blvd	Santa Rosa	CA	4,046		\$369	
	County of Sonoma - Sheriffs Dept.	P O Box 6834	Santa Rosa	CA	59,676		\$5,450	
	County of Sonoma - Sheriffs Dept.	600 Administration Dr	Santa Rosa	CA	10,365		\$947	
	County of Sonoma - Water Agency	2260 Ordinance Rd	Santa Rosa	CA	25,380		\$2,318	
	Sonoma County Water Agency	5200 Montgomery	Santa Rosa	CA	1,679		\$153	
			<i>TOTAL:</i>		132,424		\$12,093	
County of Yolo								
	County of Yolo	1818 5th St	Davis	CA	8,525			
	County of Yolo - Public Works	292 W Beamer St	Woodland	CA	92,874			
			<i>TOTAL:</i>		101,399			
Crest Car Wash Inc.								
	Crest Car Wash	Drain Pit			8,757			
	Crest Car Wash	Crest Car Wash Celler			3,503			
	Crest Car Wash	1901 S Broadway	Santa Maria	CA	176,314			
	Crest Car Wash				98,127			
			<i>TOTAL:</i>		286,701			
Cytec Engineered Materials, Inc.								
	Fiberite West Coast	645 N Cypress	Orange	CA	351,581		\$32,106	
			<i>TOTAL:</i>		351,581		\$32,106	
D.H. Holdings Corp.								
	American Precision	103 Pioneer Way	Mountain View	CA	989		\$90	
	Cetec Broadcast Group	1110 Mark Ave	Carpinteria	CA	1,080		\$99	
	Cetec Gauss	9130 Glen Oaks Blvd	Sun Valley	CA	314		\$29	
	Cetec/C-Tech	7315 Fulton	North Hollywood	CA	3,609		\$330	
	Electro Kinetics	402 E Gutierrez St	Santa Barbara	CA	9,280		\$847	
	F.L. Jennings	970 McLaughlin Ave	San Jose	CA	165,977		\$15,157	
	Gulton Industries	13041 Cerise Ave	Hawthorne	CA	1,549		\$141	
	Gulton Industries	13041 Erise	El Segundo	CA	12,839		\$1,172	
	Gulton Industries/Gulton Servonics	1644 Whittier Ave	Costa Mesa	CA	5,659		\$517	
	H T L Electro Kinetics	Santa Barbara CA	Santa Barbara	CA	13,900		\$1,269	
	HTL Advanced Technology	1800 Highland Ave	Duarte	CA	3,912		\$357	
	HTL Electro Kinetics Corp.	402 E Gutierrez St	Santa Barbara	CA	27,560		\$2,517	
	HTL Electro Kinetics Corp.	Santa Barbara CA	Santa Barbara	CA	2,400		\$219	
	HTL Electro Kinetics Corp.	PO Box 1500 Santa Barbara CA	Santa Barbara	CA	9,560		\$873	
	Pacific Scientific Co.	620 Newport Center Dr #700	Newport Beach	CA	139		\$13	
	Pacific Scientific Co.	1346 State College	Anaheim	CA	6,888		\$629	
	Pacific Scientific Co.	P O Box 1500	Santa Barbara,	CA	42,960		\$3,923	
	Pacific Scientific Co.	1350 S State College Blvd	Anaheim	CA	198		\$18	
	Special Devices Inc.	16830 W Plrita Canyon Rd	Newhall	CA	18,566		\$1,695	
			<i>TOTAL:</i>		327,379		\$29,895	

Appendix A (Revised 3-29-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
DeNaults Hardware								
	Denaults Hardware	717 N El Camino Real	San Clemente	CA	215,020		\$19,635	
					<i>TOTAL:</i>		215,020	\$19,635
Dixon Hardchrome Inc.								
	Dixon Hardchrome	11645 Pendleton St	Sun Valley	CA	165,739			
					<i>TOTAL:</i>		165,739	
Do Able Products								
	Davidson/PWP	5150 Edison Ave	Chino	CA	2,536		\$232	
	Davidson/PWP	1551 E Babbitt	Anaheim	CA	136,080		\$12,427	
					<i>TOTAL:</i>		138,616	\$12,659
Electrolizing Inc.								
	Electrolizing Inc.	1947 Hooper Ave	Los Angeles	CA	188,827		\$17,244	
					<i>TOTAL:</i>		188,827	\$17,244
EME Inc.								
	EME Inc.	431 Oaks	Compton	CA	22,640		\$2,067	
	EME Inc.	431 E Oaks St	Compton	CA	296,296		\$27,057	
					<i>TOTAL:</i>		318,936	\$29,124
Evergreen Oil								
	Evergreen Oil, Inc.	6880 Smith Ave	Newark	CA	109,740		\$10,021	
					<i>TOTAL:</i>		109,740	\$10,021
Farwest Corrosion Control Company								
	Far West Corrosion Control/Far West Drilli	1731 S Main St	Gardena	CA	188,860		\$17,247	
					<i>TOTAL:</i>		188,860	\$17,247
Flo-Kem Inc.								
	Flo-Kem, Inc.	19402 Susana Rd	Compton	CA	128,481		\$11,733	
					<i>TOTAL:</i>		128,481	\$11,733
Freeway Truck Parts								
	Associated Truck Parts	17010 S Main St	Gardena	CA	39,721		\$3,627	
	Freeway Truck Parts	8613 Etiwanda Ave	Etiwanda	CA	103,800		\$9,479	
	Freeway Truck Parts	1901 E Ball Rd	Anaheim	CA	887		\$81	
	Freeway Truck Parts	9340-B Dowdy Dr	San Diego	CA	28,790		\$2,629	
	Freeway Truck Parts	14919 S Figueroa	Los Angeles	CA	30,880		\$2,820	
					<i>TOTAL:</i>		204,078	\$18,636
Furukawa Electric North America, Inc (a/k/a KSI Disc Products, Inc.)								
	KSI Disc. Products	14050 Laurelwood Pl	Chino	CA	571,232		\$52,164	
					<i>TOTAL:</i>		571,232	\$52,164
Garhauer Marine Corp								
	Garhauer Marine Corporation	1082 W 9th St	Upland	CA	144,772		\$13,220	
					<i>TOTAL:</i>		144,772	\$13,220

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Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Georgia Pacific Co.								
	Crown Zellerbach	3416 S Garfield	Los Angeles	CA	5,279	\$482		
	Crown Zellerbach	2101 Williams St	San Leandro	CA	47,836	\$4,368		
	Crown Zellerbach	#1 Bush St	San Francisco	CA	33,060	\$3,019		
	Crown Zellerbach	4000 E Union Pacific Ave	Los Angeles	CA	2,846	\$260		
	Crown Zellerbach	Wilbur Ave	Antioch	CA	4,470	\$408		
	Crown Zellerbach	Wilbur Ave	Antioch	CA	13,080	\$1,194		
	Crown Zellerbach c/o Westinghouse Electr	5815 Peladeau Ave	Emeryville	CA	3,803	\$347		
	James River Corp.	2101 Williams St	San Leandro	CA	161,300	\$14,730		
	James River Corp.	195 Tamal Vista Blvd			2,444	\$223		
	Zellerbach Paper Co.	4000 E Union Pacific Ave	Los Angeles	CA	14,546	\$1,328		
					<i>TOTAL:</i>	288,664	\$26,359	
Gillespie Furniture Co								
	Gillespie Furniture Mfg. Co.	5700 Avalon Blvd	Los Angeles	CA	258,789	\$23,632		
					<i>TOTAL:</i>	258,789	\$23,632	
Gould Electronics								
	American Microsystems, Inc.	3800 Homestead Rd	Santa Clara	CA	28,558	\$2,608		
	AMI	3800 Homestead Rd	Santa Clara	CA	22,500	\$2,055		
	Brown & Boveri Electric/Gould	11711 Woodruff Ave	Downey	CA	14,775	\$1,349		
	Gould Inc.	2643 Industrial Pky	Santa Maria	CA	11,420	\$1,043		
	Gould Inc.	2929 W Williams Field Rd	Chandler	AZ	47,100	\$4,301		
	Gould Inc.	4323 Arden	El Monte	CA	117,660	\$10,745		
	Gould Inc.	santa maria	Santa Maria	CA	10,880	\$994		
	Gould Inc., Foil Division	P O Drawer M	Chandler	AZ	117,976	\$10,773		
	Gould Inc., Navcom Systems Division	4303 N Arden Dr	El Monte	CA	112,876	\$10,308		
	Gould Inc., Navcom Systems Division	2301 Townsgate Rd	Thousand Oaks	CA	3,752	\$343		
	Gould Inc., Navcom Systems Division	2700 Townsgate	Westlake	CA	1,132	\$103		
	Gould Industries	2230 Statham Blvd	Oxnard	CA	559	\$51		
	Gould Medical Products	1900 Williams Dr		CA	19,016	\$1,737		
	Gould Microwave	2285-C Martin Ave	Santa Clara	CA	35,404	\$3,233		
	Gould, Dexcel Division	2580 Junction Ave	San Jose	CA	2,881	\$263		
	Irvine Scientific Sales	2511 Daimier St	Santa Ana	CA	4,418	\$403		
	ITE Mineral Corp.	2643 industrial park way	Santa Maria	CA	1,342	\$123		
	Navcom Defense Electronic	4323 N Arden Dr	El Monte	CA	10,375	\$947		
					<i>TOTAL:</i>	562,624	\$51,379	
Griffith Homes								
	Griffith Homes	P O Box 6629	Orange	CA	127,820	\$11,672		
					<i>TOTAL:</i>	127,820	\$11,672	
Hasa, Inc.								
	Hasa Chemicals Inc.	23119 Drayton St	Saugus	CA	128,030	\$11,692		
					<i>TOTAL:</i>	128,030	\$11,692	
Henkel of America, Inc. and Henkel Corporation								
	Able Stik Laboratories	833 W 182nd St	Gardena	CA	2,352	\$215		
	National Starch and Chemical Company	2117 Saybrook Ave	Los Angeles	CA	42,626	\$3,893		
					<i>TOTAL:</i>	44,978	\$4,108	
Hoke, Inc. as successor by merger GoRegulator, Inc f/k/a Vemco Corporation								
	Vemco Corporation	766 S Fair Oaks	Pasadena	CA	21,594	\$1,972		
	Vemco Corporation	305 S Acacia St	San Dimas	CA	87,080	\$7,952		
					<i>TOTAL:</i>	108,674	\$9,924	

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Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Indian Head Industries Inc.								
	MGM Brakes, Inc.	28550 Redwood Hwy So	Cloverdale	CA	146,442	\$13,373		
	MGM Brakes, Inc.	Cloverdale Plant	Cloverdale	CA	6,000	\$548		
			<i>TOTAL:</i>		152,442	\$13,921		
International Textile Group, Inc. (f/k/a Safety Components International, Inc.)								
	Valentec Wells	3190 Pullman St	Costa Mesa	CA	123,871	\$11,312		
	Wells Marine	3190 Pullman St	Costa Mesa	CA	161,470	\$14,745		
			<i>TOTAL:</i>		285,341	\$26,057		
Irvine Ranch Water District								
	City of Irvine - Irvine Ranch Water District	3512 Michelson Dr	Irvine	CA	383	\$35		
	City of Irvine - Irvine Ranch Water District	18802 Bardeen Avenue	Irvine	CA	100,988	\$9,222		
			<i>TOTAL:</i>		101,371	\$9,257		
Iversen Motor Company, Inc.								
	Iverson Motor Co.	1918 S Broadway	Santa Maria	CA	153,045	\$13,976		
			<i>TOTAL:</i>		153,045	\$13,976		
L A County West Mosquito Abatement District								
	L.A. County West Mosquito Abatement Dis	12107 W Jefferson Blvd	Culver City	CA	162,683	\$14,856		
			<i>TOTAL:</i>		162,683	\$14,856		
Life Technologies Corporation, successor in interest to Dexter Corporation/Mogul Corporation								
	Mogul Corp.	3030 N 30th Ave	Phoenix	AZ	56,239	\$5,136		
			<i>TOTAL:</i>		56,239	\$5,136		
Lithonia West								
	Hydrel Corp.	12881 Bradley Ave	Sylmar	CA	1,900	\$174		
	Lithonia West	18401 Arenth Ave	City of Industry	CA	89,787	\$8,199		
	Peerless Lighting Co.	747 Bancroft Way	Berkeley	CA	562	\$51		
			<i>TOTAL:</i>		92,249	\$8,424		
Magnesium Alloy Products Co								
	Magnesium Alloy Products	2420 N Alameda	Compton	CA	141,236	\$12,898		
			<i>TOTAL:</i>		141,236	\$12,898		
Marmon Group, Inc.								
	AM Safe Industrial	4722 Spring Rd	Brooklyn Hts	OH	969	\$88		
	AM Safe Industrial	3535 De La Cruz Blvd	Santa Clara	CA	6,508	\$594		
	American Safety Equipment Corporation	11441 Bradley Ave	Pacoima	CA	179,858	\$16,424		
			<i>TOTAL:</i>		187,335	\$17,106		
McCormick Construction								
	McCormick Construction	2507 Empire Ave	Burbank	CA	21,240	\$1,940		
	McCormick Construction	316 West St	Santa Maria	CA	78,340	\$7,154		
	McCormick Construction	21300 Victory Blvd	Woodland Hills	CA	12,800	\$1,169		
			<i>TOTAL:</i>		112,380	\$10,263		

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	Name	Address	City	St.				
McDonald's Corporation								
	McDonald's Corporation	P O Box 837	Santa Ynez	CA	743	\$68		
	McDonald's Corporation	3437 Foothill Blvd	Glendale	CA	7,680	\$701		
	McDonald's Corporation	3747 Foothill Blvd	Glendale	CA	22,689	\$2,072		
	McDonald's Corporation	3805 Thousand Oaks Blvd	Thousand Oaks	CA	20,069	\$1,833		
	McDonald's Corporation	Food Science & Technology / Ha			200	\$18		
	McDonald's Corporation	Happy Cyn	Santa Ynez	CA	15,220	\$1,390		
	McDonald's Corporation	Happy Canyon	Santa Ynez	CA	15,700	\$1,434		
	McDonald's Corporation	19000 Hawthorne Blvd	Torrance	CA	699	\$64		
			<i>TOTAL:</i>		<u>83,000</u>	<u>\$7,580</u>		
Nalco Company								
	Nalco Chemical Co.	4851 Stine Rd	Bakersfield	CA	43,960	\$4,014		
	Nalco Chemical Co.	One Nalco Center	Naderville	IL	655	\$60		
	Nalco Chemical Co.	2901 Butterfield Rd	Oakbrook	IL	8,580	\$784		
	Nalco Chemical Co.	2111 Dominguez	Carson	CA	55,113	\$5,033		
	Nalco Chemical Co.	1452 Harvard Blvd	Santa Paula	CA	8,198	\$749		
			<i>TOTAL:</i>		<u>116,506</u>	<u>\$10,640</u>		
National Oilwell Varco, LP.								
	AMF Tuboscope Inc.	2495 Alma Dr	Ventura	CA	20,720	\$1,892		
	AMF Tuboscope Inc.	2495 C Palma Dr	Ventura	CA	5,780	\$528		
	AMF Tuboscope Inc.	P O Box 309	Westminster	CA	24,200	\$2,210		
	AMF Tuboscope Inc.	P O Box 413	Ventura	CA	29,844	\$2,725		
	Varco Oil Tool	759 N Eckhoff	Orange	CA	27,276	\$2,491		
	Varco Oil Tool	800 N Eckhoff	Orange	CA	78,966	\$7,211		
			<i>TOTAL:</i>		<u>186,786</u>	<u>\$17,057</u>		
Nelco Products, Inc.								
	Nelco Products, Inc.	1411 E Orangethorpe Ave	Fullerton	CA	118,784		\$8,304	
			<i>TOTAL:</i>		<u>118,784</u>		<u>\$8,304</u>	
Oakite								
	Chemical Specialties	4390 E La Palma Ave	Anaheim	CA	473	\$43		
	Exsil Inc.	6541 Via Del Oro	San Jose	CA	8,348	\$762		
	Oakite	544 S 6th St	City of Industry	CA	93,059	\$8,498		
			<i>TOTAL:</i>		<u>101,880</u>	<u>\$9,303</u>		
Palace Plating								
	Palace Plating Company	710 E 29th St	Los Angeles	CA	230,620	\$21,060		
			<i>TOTAL:</i>		<u>230,620</u>	<u>\$21,060</u>		
PB Fasteners								
	PB Fasteners	1700 W 132nd St	Gardena	CA	230,077	\$21,010		
			<i>TOTAL:</i>		<u>230,077</u>	<u>\$21,010</u>		
Penetone Corp for iteself and as successor by merger to West Chemical Products, Inc.								
	Penetone Corp.	4425 Bandini Blvd	Los Angeles	CA	72,444	\$6,616		
	West Chemical				33,200	\$3,032		
			<i>TOTAL:</i>		<u>105,644</u>	<u>\$9,648</u>		

Appendix A (Revised 3-29-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Penske Truck Leasing Co., L.P.								
	Hertz Penske	14804 E Valley Blvd	City of Industry	CA	3,403			
	Hertz Penske	62 S Linden Ave	So. San Francisc	CA	28,780			
	Hertz Penske	2955 18th St	San Francisco	CA	20,241			
	Hertz Penske	1695 N 4th	San Jose	CA	4,902			
	Hurst Denskie Truck Leasing	14804 E Valley Blvd	City of Industry	CA	302,337			
	Penske Truck Leasing	19317 Arentha Ave	City of Industry	CA	450			
	Rollins Truck Leasing Corporation	1465 S Greenwood	Montebello	CA	29,317			
			<i>TOTAL:</i>		389,430			
Pepsi Bottling Group								
	Pepsi Cola Bottling Company	19700 S Figueroa	Torrance	CA	84,076	\$7,678		
	Pepsi Cola Bottling Company	960 Kifer Rd	Sunnyvale	CA	5,911	\$540		
	Pepsi Cola Bottling Company	6261 Caballero	Buena Park	CA	6,400	\$584		
	Pepsi Cola Bottling Company	4416 N Azusa Canyon Rd	Baldwin Park	CA	1,078	\$98		
	Pepsi Cola Bottling Company	4375 N Ventura Blvd	Ventura	CA	44,820	\$4,093		
	Pepsi Cola Bottling Company	3029 Loffoy Ln	Santa Rosa	CA	428	\$39		
	Pepsi-Cola Bottling Company	4375 N Ventura Ave	Ventura	CA	11,420	\$1,043		
			<i>TOTAL:</i>		154,133	\$14,075		
Philips Electronics								
	Centralab, Inc.	7158 Merchant	El Paso	TX	77,249	\$7,054		
	Mepco Central Lab	4561 Colorado Blvd	Los Angeles	CA	488,431	\$44,603		
	Phillips Ultrasound	2722 S Fairview St	Santa Ana	CA	3,558	\$325		
	VLSI Applications Inc.	17802 Fitch St	Irvine	CA	2,537	\$232		
	VTI/VLSI Technology Inc.	1101 McKay Dr	San Jose	CA	116,500	\$10,639		
			<i>TOTAL:</i>		688,275	\$62,853		
Plastics Research Corp								
	Plastics Research Corp.	13837 Bettencourt	Cerritos	CA	91,182			
	Plastics Research Corp.	10732 Chestnut	Stanton	CA	12,554			
	Plastics Research Corp.	13538 Excelsior Dr	Santa Fe Spring	CA	14,838			
			<i>TOTAL:</i>		118,574			
Precision Castparts Corp								
	Avibank Manufacturing, Inc.	210 S Victory Blvd	Burbank	CA	87,112	\$7,955		
	H & H Valve Company	2817 Cherry Ave	Signal Hill	CA	2,223	\$203		
	Johnston Pump	3215 Producer Way	Pomona	CA	1,258	\$115		
	Johnston Pump	16021 Adelante St	Azusa	CA	7,120	\$650		
	Johnston Pump/General Valve	1775 E Allen Ave	Glendora	CA	49,709	\$4,539		
	Paco Pumps	9201 San Leandro St	Oakland	CA	24,738	\$2,259		
	Paco Pumps	P O Box 12924	Oakland	CA	5,000	\$457		
	Precision Castparts Corp.	4600 SE Harney Corp	Portland	OR	758	\$69		
	Reisner Metals	5225 E Firestone Pl	Southgate	CA	924,166	\$84,394		
	Shur-Lok Corporation	2541 White Rd	Irvine	CA	96,286	\$8,793		
			<i>TOTAL:</i>		1,198,370	\$109,434		
Price Club n/k/a Costco Wholesale								
	Price Club, Inc.	8810 Tampa Ave	Northridge	CA	162,080	\$14,801		
			<i>TOTAL:</i>		162,080	\$14,801		
Quaker Chemical Corp								
	Adcoat, Inc./A.C. Products, Inc.	172 E La Jolla St	Placentia	CA	31,472	\$2,874		
	Epmar Corporation	13210 E Barton Cir	Santa Fe Spring	CA	4,625	\$422		
	Multi-Chemical Products Inc. (MCP)	2128 N Merced Ave	So El Monte	CA	137,726	\$12,577		
	Quaker Chemical Corp.	10735 Kadota St	Pomona	CA	39,010	\$3,562		
			<i>TOTAL:</i>		212,833	\$19,435		

Appendix A (Revised 3-29-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Quinn Group, Inc.								
	Quinn Company	P O Box 12625	Selma	CA	742	\$68		
	Quinn Company	2300 Rose Ave	Oxnard	CA	156,560	\$14,297		
	Quinn Company	1655 N Carlotti	Santa Maria	CA	68,600	\$6,264		
			<i>TOTAL:</i>		225,902	\$20,629		
Robert Mack Plumbing								
	Robert Mack Plumbing	3031 W 5th St	Oxnard	CA	258,440	\$23,601		
			<i>TOTAL:</i>		258,440	\$23,601		
Roberts Consolidated Industries, Inc.								
	Roberts Consolidated Ind.	600 N Baldwin Park Blvd	City of Industry	CA	136,618	\$12,476		
	Roberts Consolidated Ind.	600 E Evergreen	Monrovia	CA	23,194	\$2,118		
			<i>TOTAL:</i>		159,812	\$14,594		
Safina Enterprises, Inc.								
	Abe Safina	18 W Cota St	Santa Barbara	CA	1,600	\$146		
	Safina	18 W Cota St	Santa Barbara	CA	122,680	\$11,203		
			<i>TOTAL:</i>		124,280	\$11,349		
Santa Maria Diesel Svc								
	Santa Maria Diesel	365 W Betteravia	Santa Maria	CA	108,560			
			<i>TOTAL:</i>		108,560			
Seven-Up Bottling Company of San Francisco and Seven-Up/RC Bottling Company, Inc., collectively								
	Seven Up Bottling Company of San Franci	1590 Yosemite Ave	San Francisco	CA	155,793	\$14,227		
	Seven-Up Bottling	5101 S Alameda	Los Angeles	CA	753	\$69		
	Seven-Up Bottling	Ramna & Brawley	Fresno	CA	742	\$68		
	Seven-Up Bottling	7225 Orangethorpe	Buena Park	CA	5,351	\$489		
	Seven-Up Bottling	618 Hanson Way	Santa Maria	CA	221	\$20		
	Seven-Up Bottling	5770 More House Dr	San Diego	CA	2,466	\$225		
	Seven-Up Bottling	1166 Arroyo Ave	San Fernando	CA	3,249	\$297		
	Seven-Up Bottling	1300 W Taft	Orange	CA	3,248	\$297		
	Seven-Up Bottling	1400 North St	San Dernardino	CA	1,503	\$137		
	Seven-Up Bottling	230 E 18th St	Bakersfield	CA	673	\$61		
	Seven-Up Bottling	2012 Pearl St	Fresno	CA	1,197	\$109		
	Seven-Up Bottling	2220 E 26th St	Vernon	CA	65,577	\$5,988		
			<i>TOTAL:</i>		240,773	\$21,987		
SF Recycling & Disposal, Inc (f/k/a SWETS)								
	SWETS	501 Tunnel Ave	San Francisco	CA	188,640	\$17,226		
			<i>TOTAL:</i>		188,640	\$17,226		
Sogem Precious Metals Corporation								
	Cogem Precious Metals	1700 5th St	Berkeley	CA	17,698	\$1,616		
	Sogem Precious Metals Corporation	1700 5th St	Berkeley	CA	13,240	\$1,209		
	SOGEM, Precious Metals Corporation	1700 Fifth St	Berkeley	CA	1,452	\$133		
	SOGEM, Precious Metals Corporation	11131 Van Owen St	North Hollywood	CA	70,080	\$6,400		
			<i>TOTAL:</i>		102,470	\$9,358		

Appendix A (Revised 3-29-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Spreckels Sugar Company, Inc. (f/k/a Imperial Holly Corporation)								
	Holly Sugar	1301 E Dyer Rd	Santa Ana	CA	28,680	\$2,619		
	Holly Sugar	P O Box 60	Tracy	CA	33,220	\$3,034		
	Spreckles Sugar	Spreckles Blvd	Spreckles	CA	7,560	\$690		
	Union Sugar Co.	2820 W Betteravia Rd	Santa Maria	CA	117,475	\$10,728		
	Union Sugar Co.	Ray Rd US #52			6,360	\$581		
					<i>TOTAL:</i>	193,295	\$17,652	
Stevedoring Services Of America								
	Stevedoring Services of America	965 Harbor Scenic Way	Long Beach	CA	203,001			
	Stevedoring Services of America	1521 Buena Vista Ave	Alameda	CA	2,594			
					<i>TOTAL:</i>	205,595		
Taiyo Yuden (USA), Inc successor to Xentek, Inc.								
	Xentek, Inc.	279 S Pacific St	San Marcos	CA	71,983	\$6,573		
	Xentek, Inc.	910 Los Vallecitos	San Marcos	CA	16,766	\$1,531		
	Xentek, Inc.	760 Shadow Ridge Dr	Vista	CA	44,429	\$4,057		
					<i>TOTAL:</i>	133,178	\$12,161	
Teradyne, Inc								
	GenRad Corp.	2855 Bowers Ave	Santa Clara	CA	-4,180	(\$382)		
	Genrad Std.	510 Cottonwood Dr	Milpitas	CA	683	\$62		
	Synthane/Taylor	1400 Arrow Hwy	Laverne	CA	71,883	\$6,564		
	Teradyne Circuits	9421 Wennetka Ave Unit T	Chatsworth	CA	18,520	\$1,691		
	Teradyne Circuits	21255 California St	Woodland Hills	CA	24,040	\$2,195		
					<i>TOTAL:</i>	110,946	\$10,130	
The Burbank Glendale Pasadena Airport Authority								
	Burbank-Glendale-Pasadena Airport	7901 San Fernando Rd	Sun Valley	CA	27,580	\$2,519		
	Burbank-Glendale-Pasadena Airport	7540 Wheatland Ave	Sun Valley	CA	16,320	\$1,490		
					<i>TOTAL:</i>	43,900	\$4,009	
The Glidden Company								
	SCM Corp., Glidden Division	6948 Bandini Blvd	Los Angeles	CA	57,608	\$5,261		
					<i>TOTAL:</i>	57,608	\$5,261	
The Rouse Company (f/k/a Howard Hughes Properties)								
	Howard Hughes Properties	P O Box 9000	Marina Del Rey	CA	31,820	\$2,906		
	Howard Hughes Properties	6530 S Supulveuda Blvd	Los Angeles	CA	72,920	\$6,659		
					<i>TOTAL:</i>	104,740	\$9,565	
Thunderbolt Wood Treating Co								
	Thunderbolt Wood Treating	3400 Patterson Rd	Riverbank	CA	84,540	\$7,720		
	Thunderbolt Wood Treating	P O Box 1248	Riverbank	CA	51,223	\$4,678		
					<i>TOTAL:</i>	135,763	\$12,398	
Town Center Associates								
	O'Donnell Investment Partners	1050 Arques Ave	Sunnyvale	CA	1,672	\$153		
	O'Donnell, Armstrong and Partnon	2201 Dupont Dr	Irvine	CA	4,920	\$449		
	Town Center Associates	2201 Dupont Dr Ste 100	Santa Fe Spring	CA	690,040	\$63,014		
					<i>TOTAL:</i>	696,632	\$63,616	

Appendix A (Revised 3-29-2009)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Toyota of El Cajon	Toyota of El Cajon	300 El Cajon Blvd	El Cajon	CA	133,220	\$12,166		
					<i>TOTAL:</i>	133,220	\$12,166	
Triple A Machine Shop	Triple A Shipyard	2801 Giant Rd	Richmond	CA	932	\$85		
	Triple A Shipyard	Hunters Point Shipyard	San Francisco	CA	118,919	\$10,860		
					<i>TOTAL:</i>	119,851	\$10,945	
Tusonix, Inc.	Temsa/Tusonix	7741 N Business Dr Park	Tucson	AZ	22,849	\$2,087		
	Tusonix	2155 N Forbes Blvd	Tucson	AZ	92,036	\$8,405		
	Tusonix	P O Box 37144	Tucson	AZ	52,829	\$4,824		
					<i>TOTAL:</i>	167,714	\$15,316	
UIS, Inc.	HKM of California Corporation	3171 E 12th St	Los Angeles	CA	109,190	\$9,971		
					<i>TOTAL:</i>	109,190	\$9,971	
Ventura Harbor Boatyard	Ventura Harbor Boatyard	1415 Spinnaker Dr	Ventura	CA	134,405			
					<i>TOTAL:</i>	134,405		
Vishay Intertechnology, Inc.	Dale Electronics	1462 Lionel Dr	El Paso	TX	85,352	\$7,794		
	Spectrol Electronics	P O Box 1220	City of Industry	CA	31,666	\$2,892		
	Sprague Electric	26899 S Mooney Blvd	Visalia	CA	3,600	\$329		
					<i>TOTAL:</i>	120,618	\$11,015	
Vulcan Pipe & Engineering Co	Vulcan Pipe & Engineering	9114 Pricilla St	Downey	CA	112,500	\$10,273		
					<i>TOTAL:</i>	112,500	\$10,273	
Welch's Overall Cleaning Co Inc.	Welch's Overall Cleaning Co. Inc.	3505 Pasadena Ave	Los Angeles	CA	153,306		\$10,717	
					<i>TOTAL:</i>	153,306	\$10,717	
Westside Produce	Westside Produce	601 Mountain View	Oxnard	CA	105,773	\$9,659		
					<i>TOTAL:</i>	105,773	\$9,659	

Appendix B (Revised 03-12-2009)
Summary of De Minimis Settlement Amounts
Settling Federal Agencies

Facility Data

<u>Settling Party</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>St.</u>	<u>Qty.(lbs.)</u>	Settlement Option A	Settlement Option B
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No Federal Parties are included in this Administrative Order on Consent

Appendix C (Revised 3-29-2009)
Summary of De Minimis Settlement Amounts

Settling Party	Facility Data					Qty. (lbs.)	DFG/NRD Payment	DTSC Payment	Regional Board Payment
	Name	Address	City	St.					
ABM Industries									
	American Building Maintenance	1901 Betmor Ln	Anaheim	CA	305	\$1	\$1	\$0	
	Ampco Parking	400 S Flower St	Los Angeles	CA	13,175	\$38	\$29	\$18	
	Amtech Reliable Elevator	2121 Leo Ave	Commerce	CA	35,552	\$102	\$77	\$47	
	Easterday Supply Co.	901 E 61st St	Los Angeles	CA	55,128	\$158	\$120	\$74	
	Easterday Supply Co.	800 Richards Blvd	Sacramento	CA	2,767	\$8	\$6	\$4	
	Easterday Supply Co.	Richards Blvd	Sacramento	CA	690	\$2	\$2	\$1	
	Easterday Supply Co.	355 7th St	San Francisco	CA	704	\$2	\$2	\$1	
					108,321	\$311	\$237	\$145	
Ambassador Laundry									
	Ambassador Laundry	201 E Haley	Santa Barbara	CA	110,760	\$316	\$241	\$148	
					110,760	\$316	\$241	\$148	
Asian Garden, LTD (f/k/a Bridgecreek Development Company)									
	Bridge Creek Development	14560 Magnolia Ave	Westminister	CA	202,160	\$578	\$441	\$270	
					202,160	\$578	\$441	\$270	
Authentic Specialty Foods, Inc									
	La Victoria Foods Inc.	240 S Sixth Ave	City of Industry	CA	436	\$1	\$1	\$1	
	La Victoria Foods Inc.	9133 E Garvey Ave	Rosemead	CA	105,740	\$302	\$230	\$141	
	La Victoria Foods Inc.	822 Garver	Rosemead	CA	34,360	\$98	\$75	\$46	
					140,536	\$401	\$306	\$188	
Avis Budget Group, Inc (f/k/a Cendant Corporation)									
	Avis Rent A Car	Monterey Peninsula Airport	Monterey	CA	5,713	\$16	\$12	\$8	
	Avis Rent A Car	3349 Skyway Dr	Santa Maria	CA	69,160	\$198	\$151	\$92	
	Avis Rent A Car	9217 Airport Blvd	Los Angeles	CA	35,509	\$101	\$77	\$47	
	Avis Rent A Car	P O Box 8021 SF Int'l Airport	San Francisco	CA	1,535	\$4	\$3	\$2	
	Avis Rent A Car	4301 Lincoln Blvd		CA	2,944	\$8	\$6	\$4	
	Avis Rent A Car	5680 Hollister	Santa Barbara	CA	404	\$1	\$1	\$1	
	Avis Rent A Car	San Jose Airport	San Jose	CA	4,375	\$12	\$10	\$6	
	Century 21/Town and Ranch Realty	11980 Woodside Ave Ste 1	Lakeside	CA	1,145	\$3	\$2	\$2	
	Coldwell Banker	3750 University Ave Ste 250	Riverside	CA	6,432	\$18	\$14	\$9	
	Coldwell Banker	19401 Parthenia	Northridge	CA	1,323	\$4	\$3	\$2	
	Coldwell Banker	5433 E La Palma	Anaheim	CA	2,600	\$7	\$6	\$3	
	Coldwell Banker	4040 McArthur Blvd Ste 200	Newport Beach	CA	2,575	\$7	\$6	\$3	
	Coldwell Banker	841 E 59th St	Los Angeles	CA	3,307	\$9	\$7	\$4	
	Coldwell Banker/Roxan Medical Building	533 Fremont Ave 4th Floor	Los Angeles	CA	54	\$0	\$0	\$0	
	Coldwell Banker/Roxan Medical Building	533 Fremont Ave	Los Angeles	CA	610	\$2	\$1	\$1	
	ERA Realtors/MBI	812-C Atlantic Blvd	Monterey Park	CA	2,048	\$6	\$4	\$3	
	Grand Corp. Rent A Car	9217 Airport Blvd	Los Angeles	CA	1,077	\$3	\$2	\$1	
	Howard Johnson	5405 Stevens Creek Blvd	Santa Clara	CA	30	\$0	\$0	\$0	
	MBI	P O Box 403	Rutherford	CA	45,348	\$130	\$99	\$61	
	Ramada Inn	2900 N San Fernando Blvd	Burbank	CA	2,954	\$8	\$6	\$4	
	Travel Lodge Motel	701 E San Ysidro Blvd	San Ysidro	CA	1,500	\$4	\$3	\$2	
					190,643	\$541	\$413	\$255	
BAE Systems Technology Solutions and Services Inc. f/k/a Vitro									
	Vitro Corporation	2345 Statham Blvd	Oxnard	CA	1,192	\$3	\$3	\$2	
					1,192	\$3	\$3	\$2	
Benjamin and/or Larry Seewack									
	Benjamin Seewack	18730 Paseo Nuevo Rd	Tarzana	CA	168,638	\$482	\$368	\$225	
					168,638	\$482	\$368	\$225	

Appendix C (Revised 3-29-2009)
Summary of De Minimis Settlement Amounts

Settling Party	Facility Data					Qty. (lbs.)	DFG/NRD Payment	DTSC Payment	Regional Board Payment
	Name	Address	City	St.					
Brazos Asset Management, Inc.									
	American Real Estate Group	20550 Hwy 99	Madera	CA	2,106	\$6	\$5	\$3	
	American Real Estate Group	1888 Lockheed Ct	Stockton	CA	4,494	\$13	\$10	\$6	
	American Real Estate Group	P O Box 429	French Camp	CA	118,860	\$340	\$259	\$159	
	American Savings and Loans	4057 Port Chicago Hwy	Concord	CA	15,633	\$45	\$34	\$21	
					141,093	\$404	\$308	\$189	
Cal Tech Cabinets									
	Cal Tech Cabinets	14452 Franklin Ave	Tustin	CA	128,835	\$368	\$281	\$172	
					128,835	\$368	\$281	\$172	
Cal Western Paints, Inc.									
	Cal Western Paints	11748 E Slauson Ave	Santa Fe Springs	CA	102,061	\$292	\$222	\$136	
					102,061	\$292	\$222	\$136	
Charleston Road Venture I/II									
	Charleston Road Venture I/II	435 Tasso St Ste 300	Palo Alto	CA	168,780	\$482	\$368	\$225	
					168,780	\$482	\$368	\$225	
Conrac Corp/Mark IV Industries, Inc									
	Conrac Corp.	600 N Rimsdale Ave	Covina	CA	352,158	\$1,006	\$767	\$470	
	Conrac Corp.	9200 E Bolsa Ave	Westminster	CA	11,782	\$34	\$26	\$16	
	Conrac Corp., SCD Division	1700 S Mountain Ave	Duarte	CA	9,353	\$27	\$20	\$12	
					373,293	\$1,067	\$813	\$498	
Cytec Engineered Materials, Inc.									
	Fiberite West Coast	645 N Cypress	Orange	CA	351,581	\$1,005	\$766	\$470	
					351,581	\$1,005	\$766	\$470	
Do Able Products									
	Davidson/PWP	1551 E Babbitt	Anaheim	CA	136,080	\$389	\$297	\$182	
	Davidson/PWP	5150 Edison Ave	Chino	CA	2,536	\$7	\$6	\$3	
					138,616	\$396	\$303	\$185	
EME Inc.									
	EME Inc.	431 E Oaks St	Compton	CA	296,296	\$847	\$646	\$396	
	EME Inc.	431 Oaks	Compton	CA	22,640	\$65	\$49	\$30	
					318,936	\$912	\$695	\$426	
Evergreen Oil									
	Evergreen Oil, Inc.	6880 Smith Ave	Newark	CA	109,740	\$314	\$239	\$147	
					109,740	\$314	\$239	\$147	
Farwest Corrosion Control Company									
	Far West Corrosion Control/Far West Drilling C	1731 S Main St	Gardena	CA	188,860	\$540	\$412	\$252	
					188,860	\$540	\$412	\$252	
Freeway Truck Parts									
	Associated Truck Parts	17010 S Main St	Gardena	CA	39,721	\$113	\$87	\$53	
	Freeway Truck Parts	8613 Etiwanda Ave	Etiwanda	CA	103,800	\$297	\$226	\$139	
	Freeway Truck Parts	9340-B Dowdy Dr	San Diego	CA	28,790	\$82	\$63	\$38	
	Freeway Truck Parts	1901 E Ball Rd	Anaheim	CA	887	\$3	\$2	\$1	
	Freeway Truck Parts	14919 S Figueroa	Los Angeles	CA	30,880	\$88	\$67	\$41	
					204,078	\$583	\$445	\$272	

Appendix C (Revised 3-29-2009)
Summary of De Minimis Settlement Amounts

Settling Party	Facility Data					Qty. (lbs.)	DFG/NRD Payment	DTSC Payment	Regional Board Payment
	Name	Address	City	St.					
Furukawa Electric North America, Inc (a/k/a KSI Disc Products,									
	KSI Disc. Products	14050 Laurelwood Pl	Chino	CA	571,232	\$1,632	\$1,245	\$763	
					571,232	\$1,632	\$1,245	\$763	
Garhauer Marine Corp									
	Garhauer Marine Corporation	1082 W 9th St	Upland	CA	144,772	\$414	\$316	\$193	
					144,772	\$414	\$316	\$193	
Georgia Pacific Co.									
	Crown Zellerbach	4000 E Union Pacific Ave	Los Angeles	CA	2,846	\$8	\$6	\$4	
	Crown Zellerbach	Wilbur Ave	Antioch	CA	4,470	\$13	\$10	\$6	
	Crown Zellerbach	3416 S Garfield	Los Angeles	CA	5,279	\$15	\$12	\$7	
	Crown Zellerbach	#1 Bush St	San Francisco	CA	33,066	\$94	\$72	\$44	
	Crown Zellerbach	2101 Williams St	San Leandro	CA	47,836	\$137	\$104	\$64	
	Crown Zellerbach	Wilbur Ave	Antioch	CA	13,080	\$37	\$28	\$17	
	Crown Zellerbach c/o Westinghouse Electric	5815 Peladeau Ave	Emeryville	CA	3,803	\$11	\$8	\$5	
	James River Corp.	195 Tamal Vista Blvd			2,444	\$7	\$5	\$3	
	James River Corp.	2101 Williams St	San Leandro	CA	161,300	\$461	\$352	\$215	
	Zellerbach Paper Co.	4000 E Union Pacific Ave	Los Angeles	CA	14,546	\$42	\$32	\$19	
					288,664	\$825	\$629	\$384	
Gillespie Furniture Co									
	Gillespie Furniture Mfg. Co.	5700 Avalon Blvd	Los Angeles	CA	258,789	\$739	\$564	\$346	
					258,789	\$739	\$564	\$346	
Gould Electronics									
	American Microsystems, Inc.	3800 Homestead Rd	Santa Clara	CA	28,558	\$82	\$62	\$38	
	AMI	3800 Homestead Rd	Santa Clara	CA	22,500	\$64	\$49	\$30	
	Brown & Boveri Electric/Gould	11711 Woodruff Ave	Downey	CA	14,775	\$42	\$32	\$20	
	Gould Inc.	2643 Industrial Pky	Santa Maria	CA	11,420	\$33	\$25	\$15	
	Gould Inc.	2929 W Williams Field Rd	Chandler	AZ	47,100	\$135	\$103	\$63	
	Gould Inc.	4323 Arden	El Monte	CA	117,660	\$336	\$256	\$157	
	Gould Inc.	santa maria	Santa Maria	CA	10,880	\$31	\$24	\$15	
	Gould Inc., Foil Division	P O Drawer M	Chandler	AZ	117,976	\$337	\$257	\$158	
	Gould Inc., Navcom Systems Division	2700 Townsgate	Westlake	CA	1,132	\$3	\$2	\$2	
	Gould Inc., Navcom Systems Division	4303 N Arden Dr	El Monte	CA	112,876	\$322	\$246	\$151	
	Gould Inc., Navcom Systems Division	2301 Townsgate Rd	Thousand Oaks	CA	3,752	\$11	\$8	\$5	
	Gould Industries	2230 Statham Blvd	Oxnard	CA	559	\$2	\$1	\$1	
	Gould Medical Products	1900 Williams Dr		CA	19,016	\$54	\$41	\$25	
	Gould Microwave	2285-C Martin Ave	Santa Clara	CA	35,404	\$101	\$77	\$47	
	Gould, Dexcel Division	2580 Junction Ave	San Jose	CA	2,881	\$8	\$6	\$4	
	Irvine Scientific Sales	2511 Daimier St	Santa Ana	CA	4,418	\$13	\$10	\$6	
	ITE Mineral Corp.	2643 industrial park way	Santa Maria	CA	1,342	\$4	\$3	\$2	
	Navcom Defense Electronic	4323 N Arden Dr	El Monte	CA	10,375	\$30	\$23	\$14	
					562,624	\$1,608	\$1,225	\$753	
Griffith Homes									
	Griffith Homes	P O Box 6629	Orange	CA	127,820	\$365	\$279	\$171	
					127,820	\$365	\$279	\$171	
Hasa, Inc.									
	Hasa Chemicals Inc.	23119 Drayton St	Saugus	CA	128,030	\$366	\$279	\$171	
					128,030	\$366	\$279	\$171	
Hoke, Inc. as successor by merger GoRegulator, Inc f/k/a Vemco									
	Vemco Corporation	766 S Fair Oaks	Pasadena	CA	21,594	\$62	\$47	\$29	
	Vemco Corporation	305 S Acacia St	San Dimas	CA	87,080	\$249	\$190	\$116	
					108,674	\$311	\$237	\$145	

Appendix C (Revised 3-29-2009)
Summary of De Minimis Settlement Amounts

Settling Party	Facility Data				Qty. (lbs.)	DFG/NRD Payment	DTSC Payment	Regional Board Payment
	Name	Address	City	St.				
Indian Head Industries Inc.								
	MGM Brakes, Inc.	28550 Redwood Hwy So	Cloverdale	CA	146,442	\$418	\$319	\$196
	MGM Brakes, Inc.	Cloverdale Plant	Cloverdale	CA	6,000	\$17	\$13	\$8
					152,442	\$435	\$332	\$204
Irvine Ranch Water District								
	City of Irvine - Irvine Ranch Water District	3512 Michelson Dr	Irvine	CA	383	\$1	\$1	\$1
	City of Irvine - Irvine Ranch Water District	18802 Bardeen Avenue	Irvine	CA	100,988	\$289	\$220	\$135
					101,371	\$290	\$221	\$136
Iversen Motor Company, Inc.								
	Iversen Motor Co.	1918 S Broadway	Santa Maria	CA	153,045	\$437	\$334	\$204
					153,045	\$437	\$334	\$204
L A County West Mosquito Abatement District								
	L.A. County West Mosquito Abatement District	12107 W Jefferson Blvd	Culver City	CA	162,683	\$465	\$355	\$217
					162,683	\$465	\$355	\$217
Lithonia West								
	Hydrel Corp.	12881 Bradley Ave	Sylmar	CA	1,900	\$5	\$4	\$3
	Lithonia West	18401 Arenth Ave	City of Industry	CA	89,787	\$257	\$196	\$120
	Peerless Lighting Co.	747 Bancroft Way	Berkeley	CA	562	\$2	\$1	\$1
					92,249	\$264	\$201	\$124
McCormick Construction								
	McCormick Construction	316 West St	Santa Maria	CA	78,340	\$224	\$171	\$105
	McCormick Construction	21300 Victory Blvd	Woodland Hills	CA	12,800	\$37	\$28	\$17
	McCormick Construction	2507 Empire Ave	Burbank	CA	21,240	\$61	\$46	\$28
					112,380	\$322	\$245	\$150
Nalco Company								
	Nalco Chemical Co.	One Nalco Center	Naderville	IL	655	\$2	\$1	\$1
	Nalco Chemical Co.	2901 Butterfield Rd	Oakbrook	IL	8,580	\$25	\$19	\$11
	Nalco Chemical Co.	2111 Dominguez	Carson	CA	55,113	\$157	\$120	\$74
	Nalco Chemical Co.	1452 Harvard Blvd	Santa Paula	CA	8,198	\$23	\$18	\$11
	Nalco Chemical Co.	4851 Stine Rd	Bakersfield	CA	43,960	\$126	\$96	\$59
					116,506	\$333	\$254	\$156
Oakite								
	Chemical Specialties	4390 E La Palma Ave	Anaheim	CA	473	\$1	\$1	\$1
	Exsil Inc.	6541 Via Del Oro	San Jose	CA	8,348	\$24	\$18	\$11
	Oakite	544 S 6th St	City of Industry	CA	93,059	\$266	\$203	\$124
					101,880	\$291	\$222	\$136
Penetone Corp for iteself and as successor by merger to West C								
	Penetone Corp.	4425 Bandini Blvd	Los Angeles	CA	72,444	\$207	\$158	\$97
	West Chemical				33,200	\$95	\$72	\$44
					105,644	\$302	\$230	\$141

Appendix C (Revised 3-29-2009)
Summary of De Minimis Settlement Amounts

Settling Party	Facility Data					Qty. (lbs.)	DFG/NRD Payment	DTSC Payment	Regional Board Payment
	Name	Address	City	St.					
Pepsi Bottling Group									
	Pepsi Cola Bottling Company	19700 S Figueroa	Torrance	CA	84,076	\$240	\$183	\$112	
	Pepsi Cola Bottling Company	960 Kiefer Rd	Sunnyvale	CA	5,911	\$17	\$13	\$8	
	Pepsi Cola Bottling Company	6261 Caballero	Buena Park	CA	6,400	\$18	\$14	\$9	
	Pepsi Cola Bottling Company	4416 N Azusa Canyon Rd	Baldwin Park	CA	1,078	\$3	\$2	\$1	
	Pepsi Cola Bottling Company	4375 N Ventura Blvd	Ventura	CA	44,820	\$128	\$98	\$60	
	Pepsi Cola Bottling Company	3029 Loffoy Ln	Santa Rosa	CA	428	\$1	\$1	\$1	
	Pepsi-Cola Bottling Company	4375 N Ventura Ave	Ventura	CA	11,420	\$33	\$25	\$15	
					154,133	\$440	\$336	\$206	
Philips Electronics									
	Centralab, Inc.	7158 Merchant	El Paso	TX	77,249	\$221	\$168	\$103	
	Mepco Central Lab	4561 Colorado Blvd	Los Angeles	CA	488,431	\$1,396	\$1,064	\$652	
	Phillips Ultrasound	2722 S Fairview St	Santa Ana	CA	3,558	\$10	\$8	\$5	
	VLSI Applications Inc.	17802 Fitch St	Irvine	CA	2,537	\$7	\$6	\$3	
	VTI/VLSI Technology Inc.	1101 McKay Dr	San Jose	CA	116,500	\$333	\$254	\$156	
					688,275	\$1,967	\$1,500	\$919	
Precision Castparts Corp									
	Avibank Manufacturing, Inc.	210 S Victory Blvd	Burbank	CA	87,112	\$249	\$190	\$116	
	H & H Valve Company	2817 Cherry Ave	Signal Hill	CA	2,223	\$6	\$5	\$3	
	Johnston Pump	16021 Adelante St	Azusa	CA	7,120	\$20	\$16	\$10	
	Johnston Pump	3215 Producer Way	Pomona	CA	1,258	\$4	\$3	\$2	
	Johnston Pump/General Valve	1775 E Allen Ave	Glendora	CA	49,709	\$142	\$108	\$66	
	Paco Pumps	P O Box 12924	Oakland	CA	5,000	\$14	\$11	\$7	
	Paco Pumps	9201 San Leandro St	Oakland	CA	24,738	\$71	\$54	\$33	
	Precision Castparts Corp.	4600 SE Harney Corp	Portland	OR	758	\$2	\$2	\$1	
	Reisner Metals	5225 E Firestone Pl	Southgate	CA	924,166	\$2,640	\$2,014	\$1,234	
	Shur-Lok Corporation	2541 White Rd	Irvine	CA	96,286	\$275	\$210	\$129	
					1,198,370	\$3,423	\$2,613	\$1,601	
Quinn Group, Inc.									
	Quinn Company	2300 Rose Ave	Oxnard	CA	156,560	\$447	\$341	\$209	
	Quinn Company	1655 N Carlotti	Santa Maria	CA	68,600	\$196	\$150	\$92	
	Quinn Company	P O Box 12625	Selma	CA	742	\$2	\$2	\$1	
					225,902	\$645	\$493	\$302	
Robert Mack Plumbing									
	Robert Mack Plumbing	3031 W 5th St	Oxnard	CA	258,440	\$738	\$563	\$345	
					258,440	\$738	\$563	\$345	
Seven-Up Bottling Company of San Francisco and Seven-Up/R									
	Seven Up Bottling Company of San Francisco	1590 Yosemite Ave	San Francisco	CA	155,793	\$445	\$340	\$208	
	Seven-Up Bottling	5101 S Alameda	Los Angeles	CA	753	\$2	\$2	\$1	
	Seven-Up Bottling	7225 Orangethorpe	Buena Park	CA	5,351	\$15	\$12	\$7	
	Seven-Up Bottling	230 E 18th St	Bakersfield	CA	673	\$2	\$1	\$1	
	Seven-Up Bottling	1400 North St	San Darnardino	CA	1,503	\$4	\$3	\$2	
	Seven-Up Bottling	2012 Pearl St	Fresno	CA	1,197	\$3	\$3	\$2	
	Seven-Up Bottling	2220 E 26th St	Vernon	CA	65,577	\$187	\$143	\$88	
	Seven-Up Bottling	1300 W Taft	Orange	CA	3,248	\$9	\$7	\$4	
	Seven-Up Bottling	1166 Arroyo Ave	San Fernando	CA	3,249	\$9	\$7	\$4	
	Seven-Up Bottling	618 Hanson Way	Santa Maria	CA	221	\$1	\$0	\$0	
	Seven-Up Bottling	5770 More House Dr	San Diego	CA	2,466	\$7	\$5	\$3	
	Seven-Up Bottling	Ramma & Brawley	Fresno	CA	742	\$2	\$2	\$1	
					240,773	\$686	\$525	\$321	
SF Recycling & Disposal, Inc (f/k/a SWETS)									
	SWETS	501 Tunnel Ave	San Francisco	CA	188,640	\$539	\$411	\$252	
					188,640	\$539	\$411	\$252	

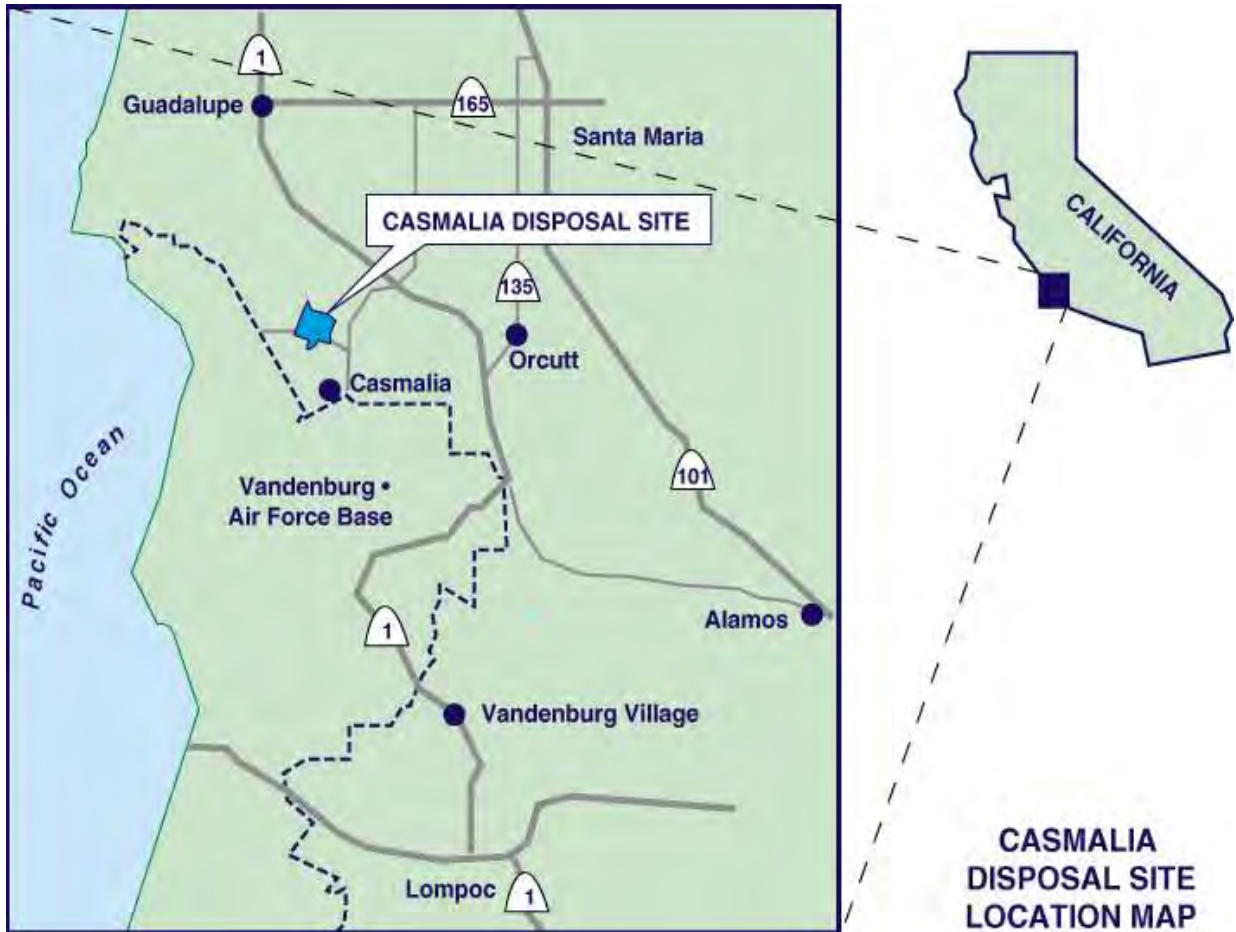
Appendix C (Revised 3-29-2009)
Summary of De Minimis Settlement Amounts

Settling Party	Facility Data					Qty. (lbs.)	DFG/NRD Payment	DTSC Payment	Regional Board Payment
	Name	Address	City	St.					
Sogem Precious Metals Corporation									
	Cogem Precious Metals	1700 5th St	Berkeley	CA	17,698	\$51	\$39	\$24	
	Sogem Precious Metals Corporation	1700 5th St	Berkeley	CA	13,240	\$38	\$29	\$18	
	SOGEM, Precious Metals Corporation	11131 Van Owen St	North Hollywood	CA	70,080	\$200	\$153	\$94	
	SOGEM, Precious Metals Corporation	1700 Fifth St	Berkeley	CA	1,452	\$4	\$3	\$2	
					102,470	\$293	\$224	\$138	
Spreckels Sugar Company, Inc. (f/k/a Imperial Holly Corporatio									
	Holly Sugar	1301 E Dyer Rd	Santa Ana	CA	28,680	\$82	\$62	\$38	
	Holly Sugar	P O Box 60	Tracy	CA	33,220	\$95	\$72	\$44	
	Spreckles Sugar	Spreckles Blvd	Spreckles	CA	7,560	\$22	\$16	\$10	
	Union Sugar Co.	2820 W Betteravia Rd	Santa Maria	CA	117,475	\$336	\$256	\$157	
	Union Sugar Co.	Ray Rd US #52			6,360	\$18	\$14	\$8	
					193,295	\$553	\$420	\$257	
Teradyne, Inc									
	GenRad Corp.	2855 Bowers Ave	Santa Clara	CA	-4,180	\$23	\$17	\$11	
	Genrad Std.	510 Cottonwood Dr	Milpitas	CA	683	\$2	\$1	\$1	
	Synthane/Taylor	1400 Arrow Hwy	Laverne	CA	71,883	\$205	\$157	\$96	
	Teradyne Circuits	9421 Wennetka Ave Unit T	Chatsworth	CA	18,520	\$53	\$40	\$25	
	Teradyne Circuits	21255 California St	Woodland Hills	CA	24,040	\$69	\$52	\$32	
					110,946	\$352	\$267	\$165	
Thunderbolt Wood Treating Co									
	Thunderbolt Wood Treating	3400 Patterson Rd	Riverbank	CA	84,540	\$242	\$184	\$113	
	Thunderbolt Wood Treating	P O Box 1248	Riverbank	CA	51,223	\$146	\$112	\$68	
					135,763	\$388	\$296	\$181	
Town Center Associates									
	O'Donnell Investment Partners	1050 Arques Ave	Sunnyvale	CA	1,672	\$5	\$4	\$2	
	O'Donnell, Armstrong and Partnon	2201 Dupont Dr	Irvine	CA	4,920	\$14	\$11	\$7	
	Town Center Associates	2201 Dupont Dr Ste 100	Santa Fe Springs	CA	690,040	\$1,972	\$1,504	\$922	
					696,632	\$1,991	\$1,519	\$931	
Triple A Machine Shop									
	Triple A Shipyard	2801 Giant Rd	Richmond	CA	932	\$3	\$2	\$1	
	Triple A Shipyard	Hunters Point Shipyard	San Francisco	CA	118,919	\$340	\$259	\$159	
					119,851	\$343	\$261	\$160	
Tusonix, Inc.									
	Temsa/Tusonix	7741 N Business Dr Park	Tucson	AZ	22,849	\$65	\$50	\$31	
	Tusonix	2155 N Forbes Blvd	Tucson	AZ	92,036	\$263	\$201	\$123	
	Tusonix	P O Box 37144	Tucson	AZ	52,829	\$151	\$115	\$71	
					167,714	\$479	\$366	\$225	
UIS, Inc.									
	HKM of California Corporation	3171 E 12th St	Los Angeles	CA	109,190	\$312	\$238	\$146	
					109,190	\$312	\$238	\$146	
Vishay Intertechnology, Inc.									
	Dale Electronics	1462 Lionel Dr	El Paso	TX	85,352	\$244	\$186	\$114	
	Spectrol Electronics	P O Box 1220	City of Industry	CA	31,666	\$90	\$69	\$42	
	Sprague Electric	26899 S Mooney Blvd	Visalia	CA	3,600	\$10	\$8	\$5	
					120,618	\$344	\$263	\$161	

Appendix C (Revised 3-29-2009)
 Summary of De Minimis Settlement Amounts

Settling Party	Facility Data					Qty. (lbs.)	DFG/NRD Payment	DTSC Payment	Regional Board Payment
	Name	Address	City	St.					
Vulcan Pipe & Engineering Co									
	Vulcan Pipe & Engineering	9114 Pricilla St	Downey	CA	112,500	\$321	\$245	\$150	
					112,500	\$321	\$245	\$150	
Welch's Overall Cleaning Co Inc.									
	Welch's Overall Cleaning Co. Inc.	3505 Pasadena Ave	Los Angeles	CA	153,306	\$438	\$334	\$205	
					153,306	\$438	\$334	\$205	
Westside Produce									
	Westside Produce	601 Mountain View	Oxnard	CA	105,773	\$302	\$231	\$141	
					105,773	\$302	\$231	\$141	

Appendix D
Site Location Map



Appendix E
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

Appendix E
Contaminants List

CHEMICAL NAME	
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
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

Appendix E
Contaminants List

CHEMICAL NAME	
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)	MCPP
Diethyl phthalate	Mercury
Dimethyl phthalate	Methoxychlor
Dinoseb	Methyl ethyl ketone
EDB	Methyl isobutyl ketone
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

Appendix E
Contaminants List

CHEMICAL NAME	
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

ABM Industries

ABM Industries ("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, 2009

By:


(Signature)

By:

Sarah H. McConnell
(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.

CDM234596

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

Ambassador Laundry

Ambassador Laundry ("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 8th DAY OF January, 2008⁹

By: Janice Caesar
(Signature)

By: Janice Caesar
(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.

CDM233069

CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH THE UNITED STATES

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Ancon Marine Environmental & Transportation (f/k/a Ancon Environmental)

Ancon Marine Environmental & Transportation (f/k/a Ancon Environmental) ("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 29 DAY OF JAN, 2008

By: [Signature]
(Signature)

By: BRIST J HANSEN
(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

EPA Region IX AOC NO. 99-02(e) Supp

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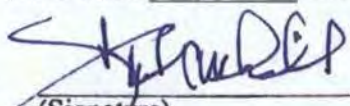
CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

Apple Computers

Apple Computers ("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 8TH DAY OF JANUARY, 2008

By:


(Signature)

By:

DAN WILSON
(Print or Type Name)

SR DIRECTOR, APPLE DEPT

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.

CDM232920

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

Applied Materials, Inc.

Applied Materials, 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 14 DAY OF January, 200

By: 
(Signature)

By: Don Kumamoto
(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.

CDM233232

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

Asian Garden, LTD (f/k/a Bridgecreek Development Company)

Asian Garden, LTD (f/k/a Bridgecreek Development Company) ("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 December, 2008

By:


(Signature)

By:

FRANK JAO
(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

Authentic Specialty Foods, Inc.

Authentic Specialty Foods, 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 18th DAY OF February 2008

By: [Signature]
(Signature)

By: José David Valdes
(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.

CDM233522

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

Avis Budget Group, Inc (f/k/a Cendant Corporation)

Avis Budget Group, Inc (f/k/a Cendant 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 _____ DAY OF January, 2008 ⁹

By: *Robert Bouta*
(Signature)

By: Robert Bouta
(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.

CDM233297

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

BAE Systems Technology Solutions and Services Inc. f/k/a Vitro Corporation

BAE Systems Technology Solutions and Services Inc. f/k/a Vitro 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 7th DAY OF January, 2008 2009

By: Paul W. Cobb, Jr.
(Signature)

By: PAUL W. COBB, 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.

CDM232925

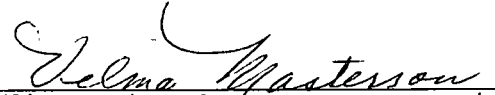
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Beneto, Inc.

Beneto, 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 25th DAY OF February, 2008

By: 
(Signature) Velma Masterson Sec/Treas

By: Velma Masterson
(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.

CDM233529

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

Benjamin and/or Larry Seewack

Benjamin and/or Larry Seewack ("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 10TH DAY OF MARCH, 2009

By: 

(Signature)

By: LARRY SEEWACK

(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.

CDM234337

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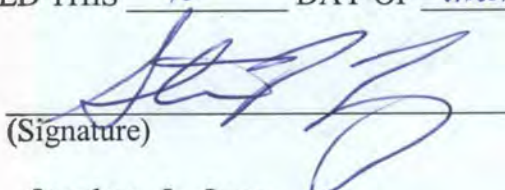
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

C. R. Bard, Inc.

C. R. Bard, 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 24 DAY OF JANUARY, 2008⁹

By:


(Signature)

Stephen J. Long

By:

(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.

CDM233323

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

Cal Tech Cabinets

Cal Tech Cabinets ("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 5 DAY OF Feb, 2008 9

By:


(Signature)

By:

Mark Small
(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.

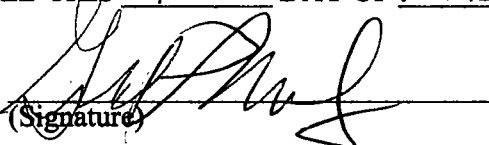
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2 **CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH**
3 **THE UNITED STATES**

4 Cal Western Paints, Inc.

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

8
9 AGREED THIS 10th DAY OF MARCH 2009

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11 By:

(Signature) 

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13 By:

GERALD MULVIH
(Print or Type Name)

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

- 17 I elect to settle subject to the terms and conditions of Settlement Option A.
18 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**

CertainTeed Pacific Windows Corporation (f/k/a Marshall Aluminum Products)

CertainTeed Pacific Windows Corporation (f/k/a Marshall Aluminum Products) ("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 29 DAY OF Dec, 2008

By:

(Signature)

By:

(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.

CDM233360

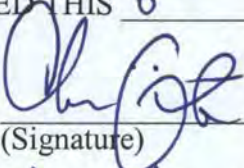
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Charleston Road Venture I/II

Charleston Road Venture I/II ("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: Chris Keith
(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.

CDM232840

To: KAREN Goldberg

CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH THE UNITED STATES

Chemex, Inc.

Chemex, 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 1 DAY OF April, 2008

By: [Signature] (Signature)

By: MIKE FREENY President (Print or Type Name)

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

- [X] 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.

CDM234665

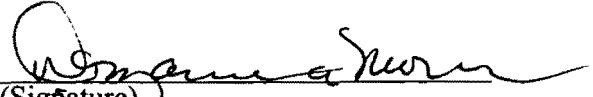
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

City of Oakland

City of Oakland ("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 11th DAY OF March, 2009

By: 
(Signature)

By: _____
(Print or Type Name)
Doryanna Moreno

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.

CDM234336

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

City of Pasadena

City of Pasadena ("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 23rd DAY OF January, 2008

By:

Michele Beal Bagneris
(Signature)

By:

Michele Beal Bagneris
(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**

Coastcast Corporation (f/k/a Western Metals Corporation)

Coastcast Corporation (f/k/a Western Metals 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 9th DAY OF January, 2008

By: *James F. Sanders*
(Signature)

By: James F. Sanders, Secretary
(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.

CDM232946

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

College Elementary School District

College Elementary 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 11th DAY OF February, 2009

By: James D. Brown
(Signature)

By: James D. Brown
(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.

CDM233513

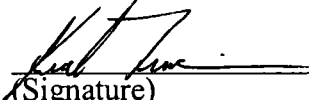
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Colton-Wartsila, Inc.

Colton-Wartsila, 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 7TH DAY OF JAN, 2008 9

By: 
(Signature)

By: KEITH TUNISON
(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.

CDM232929


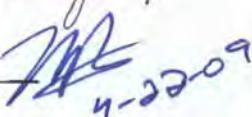
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Conrac Corporation/Mark IV Industries, Inc.

Conrac Corporation/Mark IV Industries, 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 6th DAY OF January, 2008

By: 
(Signature) 

By: MARK BARBERIO, CFO
(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.

CDM234309

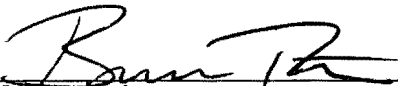
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Cooper US, Inc. (f/k/a) Procyon Technologies, Inc.

Cooper US, Inc. (f/k/a) Procyon Technologies, 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 7th DAY OF January, ~~2008~~²⁰⁰⁹

By: 
(Signature)

By: Bruce M. Taten
(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.

CDM232957

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

County of Sonoma

County of Sonoma ("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 Jan., 200~~8~~⁹

By: Paul Kelley
(Signature)

By: Paul Kelley
(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

County of Yolo

County of Yolo ("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 9th DAY OF January, 2008 9

By: Linda Sinderson for John Bencomo
(Signature)

By: Linda Sinderson for John Bencomo
(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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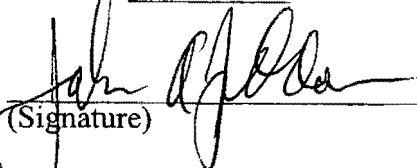
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Crest Car Wash Inc.

Crest Car Wash 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 6th DAY OF January, 20089

By:


(Signature)

By:

John A Lyddon
(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.

CDM232912

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

Cytec Engineered Materials, Inc.

Cytec Engineered Materials, 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 9th DAY OF January, 200~~8~~ 9

By:


(Signature) TSW

By:

Roy Smith
(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.

CDM232931

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

D.H. Holdings Corp.

D.H. 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 6 DAY OF JANUARY, ~~2008~~ 2009.

By: Carl S. Grabinski
(Signature)

By: CARL S. GRABINSKI
(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.

CDM232961

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

DeNaults Hardware

DeNaults Hardware ("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 DEC., 2008

By: Steve De Nault
(Signature)

By: STEVE DE NAULT V.P.
(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.

CDM232797

Jan-30-2009 04:35pm From: CAGI INC

4155800866

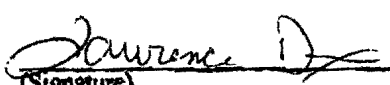
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Dixon Hard Chrome, Inc.

Dixon Hard Chrome, 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 30 DAY OF Jan., 2009

By: 
(Signature)

By: Lawrence Dixon
(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.

CDM233517

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CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

Do Able Products, Inc.

Do Able 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 22 DAY OF January, 2009

By: Timothy G. Westman
(Signature)

By: TIMOTHY G. WESTMAN
SECRETARY
(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**

Electrolizing, Inc.

Electrolizing, 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 23 DAY OF Dec., 2008

By: 
(Signature)

By: Susan Grant
(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.

CDM233329

To: Casmalia


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

EME, Inc.

EME, 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 30th DAY OF December, 2008

By: 
(Signature)

By: Wesley Turnbow
(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**

Evergreen Oil

Evergreen Oil ("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, 2008 ²⁰⁰⁹

By: 
(Signature)

By: JESUS ROMERO, C.F.O.
(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.

CDM233231

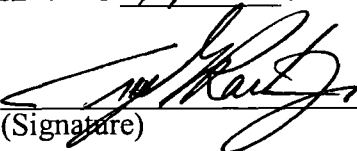
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Farwest Corrosion Control

Farwest Corrosion Control ("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 DEC., 2008

By: 
(Signature)

By: TROY G. RANIKINI JR - V.P.
(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.

CDM232798

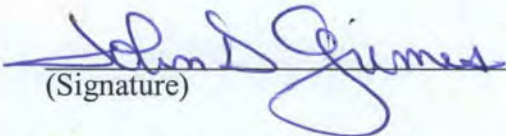
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Flo-Kem, Inc.

Flo-Kem, 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 30th DAY OF December 2008

By: 
(Signature)

By: JOHN D. GRIMES
(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.

CDM232828

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

Freeway Truck Parts

Freeway Truck Parts ("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 23rd DAY OF December, 2008

By:

Todd A. Dunn
(Signature)

By:

Todd A. Dunn
(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.

CDM233070

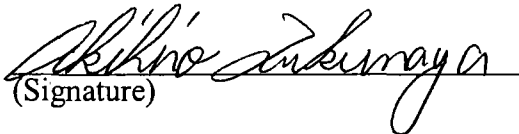
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Furukawa Electric North America, Inc (a/k/a KSI Disc Products, Inc.)

Furukawa Electric North America, Inc (a/k/a KSI Disc 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 *9th DAY OF January, 200~~8~~⁹/~~AF~~

By: 
(Signature)

By: AKIHIRO FUKUNAGA
(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.

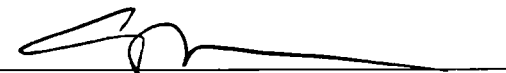
CDM232923

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

Garhauer Marine Corporation

Garhauer Marine 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 9th DAY OF January, 2008 200 9

By: 
(Signature)

By: Susan Felgenhauer
(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.

CDM232958

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

Georgia Pacific Corporation

Georgia Pacific 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 26TH DAY OF JANUARY, 2008 JMD

By: 
(Signature)

By: J. MICHAEL DAVIS
(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.

CDM233308

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

Gillespie Furniture Company

Gillespie Furniture Company ("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 3rd DAY OF Feb, ²⁰⁰⁹~~2008~~

By: Janet H Cobb
(Signature)

By: Janet H Cobb
(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.

CDM233312

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

Gould Electronics, Inc.

Gould Electronics, 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 5th DAY OF FEBRUARY, 2008 09

By: Thomas N. Rich
(Signature)

By: THOMAS N. RICH
(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.

CDM233496

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

Griffith Homes

Griffith Homes ("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 5th DAY OF JANUARY, 2008⁹

By: 
(Signature)

By: DENNIS A. GRIFFITH
(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.

CDM233234


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

Hasa, Inc.

Hasa, 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 7th DAY OF January, 2009

By: 
(Signature)

By: Dave Johnson
(Print or Type Name)

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

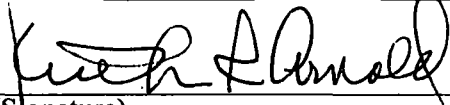
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CDM232896

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

1
2 Henkel Corporation ("Settling Party"), as successor to Ablestik Laboratories ("Ablestik") and
3 the Adhesives division of Indopco, Inc., d/b/a National Starch and Chemical Company
4 ("National Starch"), for itself and on behalf of Ablestik and National Starch each of whom shall
5 be considered a Settling Party, a signatory to and Party to this Administrative Order on Consent
6 for the volumes attributed to Ablestik and National Starch at the Casmalia Superfund Site, by the
7 duly authorized representative named below, hereby consents to this Administrative Order on
8 Consent and agrees to be bound by its terms and condition hereof.

9 AGREED THIS 11th DAY OF March, 2009

10 By: 
11 (Signature)

12 By: KENNETH R. ARNOLD
13 (Print or Type Name)

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

- 17 I elect to settle subject to the terms and conditions of Settlement Option A.
18 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**

Hoke, Inc. as successor by merger GoRegulator, Inc f/k/a Vemco Corporation

Hoke, Inc. as successor by merger GoRegulator, Inc f/k/a Vemco 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 29th DAY OF December, 2008

By: 
(Signature)

By: Alan J. Glass
(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.

CDM232965

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

IdentiPHI, Inc on behalf of SSP/Litronic

IdentiPHI, Inc on behalf of SSP/Litronic ("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 15th DAY OF May, 2009

By: Jeffrey T. Dick
(Signature)

By: Jeffrey T. Dick
(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(e)

CDM234878

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

Indian Head Industries, Inc.

Indian Head Industries, 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 6th DAY OF JANUARY, ~~2008~~ 2009

By: 
(Signature)

By: FRANK B. Vecchio
(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.

CDM232900

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

International Textile Group, Inc.

International Textile Group, 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 27th DAY OF February, 2009

By: Russell M. Robinson III
(Signature)

By: Russell M. Robinson III
(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.

CDM233539

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

Irvine Ranch Water District

Irvine Ranch 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 13th DAY OF January, 2008 9

By: *Paul Cook*
(Signature)

By: Paul Cook
(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.

CDM233296

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

Iversen Motors Company, Inc.

Iversen Motors Company, 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 15TH DAY OF DECEMBER, 2008

By: *A. E. Claycomb, CEO*
(Signature)

By: A. E. Claycomb
(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.


CDM232512

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

2 Los Angeles West Mosquito Abatement District

3
4 Los Angeles West Mosquito Abatement District ("Settling Party"), by the duly authorized
5 representative named below, hereby consents to this Administrative Order on Consent and agrees to
6 be bound by the terms and conditions hereof.

7 AGREED THIS 8th DAY OF January, 2009

8
9 By: 
(Signature)

10 Nancy Greenstein
11 By: _____
(Print or Type Name)

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

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

Life Technologies Corporation, Successor in interest to Dexter Corporation/Mogul Corporation

Life Technologies Corporation, Successor in interest to Dexter Corporation/Mogul 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 12th DAY OF February, 2009

By: Joseph W. Secordine, Jr.
(Signature)

By: Joseph W. Secordine, 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.

CDM233497

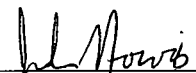
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Lithonia West

Lithonia West ("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 February, 2009

By: 
(Signature)

By: Josh Dowis
(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**

Magnesium Alloy Products Company

Magnesium Alloy Products Company ("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 17 DAY OF December 2008

By:

(Signature)

By:

James W. Long
(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.

CDM232804

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

Marmon Group, Inc.

Marmon Group, 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 12th DAY OF January, 2008

By:


(Signature)

By:

Patrick J. Allen
(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.

CDM233293

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

McCormick Construction

McCormick Construction ("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: MICHAEL R. MCCORMICK
(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.

CDM232953

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CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

McDonald's Corporation

McDonald's 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 5 DAY OF January, 2008-2009

By: Consuelo Boyd
(Signature) *CB*

By: Consuelo Boyd
(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.

CDM233291

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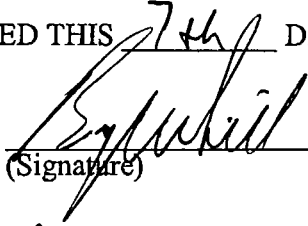
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Nalco Chemical Co

Nalco Chemical Co ("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, 2008

By:


(Signature)



By:

BRYAN W. SILL
(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.

CDM232832

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

National Oilwell Varco, LP

National Oilwell Varco, LP ("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 APRIL, 2009

By: 
(Signature)

By: ROBERT E MORSE III
(Print or Type Name) ATTORNEY

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.

CDM234828

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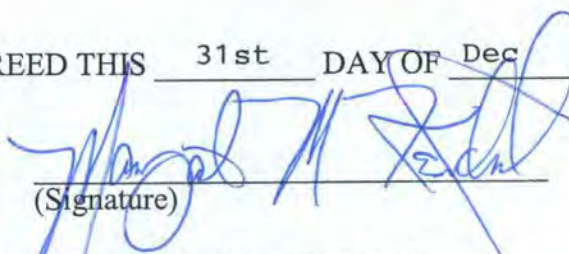
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Nelco Products, Inc.

Nelco 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 31st DAY OF Dec, 2008

By:


(Signature)

Margaret M. Kendrick

By:

(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.

CDM232922


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

Oakite

Oakite ("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 9th DAY OF January, 2008

By: 
(Signature)

By: GREGORY V. POFF
(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.

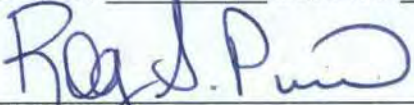
CDM232948

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

Palace Plating

Palace Plating ("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, 2009

By: 
(Signature)

By: ROGER S. PIERCE
(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.

CDM233501

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

PB Fasteners

PB Fasteners ("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, 2008 9

By:


(Signature)

By:

Robert M. Briles
(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.*

CDM232962

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

Penetone Corporation for itself and as Successor by Merger to West Chemical Products, Inc.

Penetone Corporation for itself and as Successor by Merger to West Chemical 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 15th DAY OF January, ~~2008~~ 2009

By: Bruce D. Muretta
(Signature)

By: Bruce D. Muretta, General Manager, V.P. of Finance & Administration,
(Print or Type Name) Treasurer and ASst. 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.

CDM233306

Casmalia Disposal Site

EPA Region IX AOC NO. 99-02(e) Supp

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

Penske Truck Leasing ~~Company~~ ^{Co., L.P.}

Penske Truck Leasing ~~Company~~ ^{Co., L.P.} ("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 January, ~~2008~~ ²⁰⁰⁹

By: 
(Signature)

By: Andrew Cullen
(Print or Type Name) Vice President - Energy & Telecommunications Services

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.*

CDM232934

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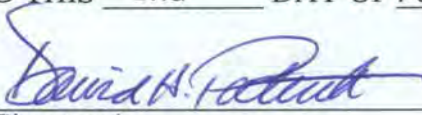
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Pepsi Bottling Group

Pepsi Bottling 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 2nd DAY OF February, ~~2008~~ 2009

By:


(Signature)

By:

David H. Patrick, Esq
(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.*

CDM233325

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

Philips Electronics

Philips Electronics ("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 9th DAY OF February, 2008

By:


(Signature)

By:

JOSEPH E. INNAMORATI
SENIOR 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.

CDM233520

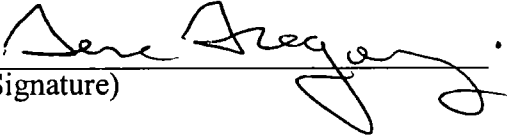
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Plastics Research Corporation

Plastics Research 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 18 DAY OF Feb, 2008

By:


(Signature)

By:

GENE GREGORY
(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.

CDM233528

ATTORNEY GENERAL
SAN DIEGO

2009 FEB 23 AM 10:17

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08/11/09 BY 60322/UC/STP/STP

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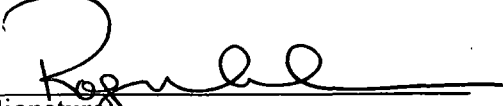
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Precision Castparts Corporation

Precision Castparts 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 19th DAY OF Dec, 2008

By:


(Signature)

By:

Roger A. Cooke
(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.*

CDM232803

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CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

Price Club

→ NIKIA COSTIG WHOLESALE

Price Club ("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, 2009

By:

(Signature)

By:

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

CDM232878

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

Quaker Chemical Corporation

Quaker Chemical 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 7th DAY OF JANUARY, 2008 9
ETX

By: RA T Traub
(Signature)

By: Robert T Traub
(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**

Quinn Group, Inc.

Quinn Group, 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 29th DAY OF Dec, 2008

By: 
(Signature)

By: PAUL L. Lucini, Sr. V.P.
(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.*

CDM232793

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

Robert Mack Plumbing

Robert Mack Plumbing ("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 9

By: Sylvia H. Mack
(Signature)

By: Sylvia H. Mack
(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.

CDM233067

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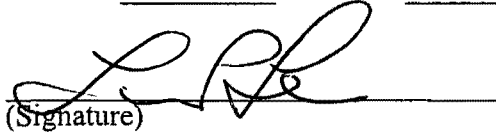
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Roberts Consolidated Industries Inc.

Roberts Consolidated Industries 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 8th DAY OF January, 2008

By:


(Signature)

By:

Lawrence P. Levine
(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.

CDM232898

CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

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Safina Enterprises

Safina Enterprises ("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 7 DAY OF Jan, 2008 09

By: Michael Safina
(Signature)

By: MICHAEL SAFINA
(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.

CDM233055

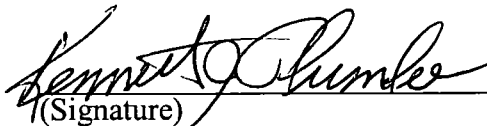
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Santa Maria Diesel Service

Santa Maria Diesel 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 18TH DAY OF DECEMBER, 2008

By: 
(Signature)

By: KENNETH J. PLUMLEE
(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.

CDM232802


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

Seven-Up Bottling Company of San Francisco and Seven-Up/RC Bottling Company, Inc.,
collectively referred to as Cadbury Schweppes Americas Beverages

Seven-Up Bottling Company of San Francisco and Seven-Up/RC Bottling Company, Inc.,
collectively referred to as Cadbury Schweppes Americas Beverages ("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 20th DAY OF February, 2009

By: 
(Signature)

By: Robert E Callan
(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.

CDM233803

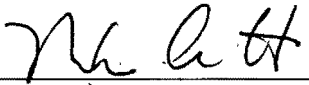
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

SF Recycling & Disposal, Inc (f/k/a SWETS)

SF Recycling & Disposal, Inc (f/k/a SWETS) ("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 23rd DAY OF January, 2009

By: 
(Signature)

By: Mike Crosetti
(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.

CDM233304

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CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

PRECIOUS
Sogem Precision Metals Corporation

PRECIOUS
Sogem Precision Metals 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 9 DAY OF FEBRUARY 2009

By: [Signature]
(Signature)

By: RICHARD C. LAIRD
(Print or Type Name) PRESIDENT UNICORE USA INC.

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.

CDM232914


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

Spreckels Sugar Company, Inc. (f/k/a Imperial Holly Corporation)

Spreckels Sugar Company, Inc. (f/k/a Imperial Holly 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 16th DAY OF JANUARY, 2008 2009

By: 
(Signature)

By: Robert W. Strickland
(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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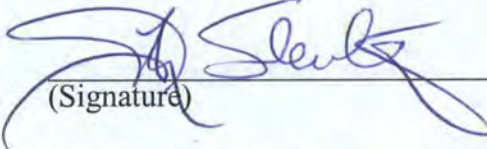
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Stevedoring Services of America

Stevedoring Services of America ("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 December, 2008

By: 
(Signature)

By: TOM SCHENKING
(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.

CDM232796

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

Taiyo Yuden (USA), Inc successor to Xentek, Inc.

Taiyo Yuden (USA), Inc successor to Xentek, 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 22 DAY OF December 2008

By: [Signature]
(Signature)

By: Joseph F. Wilkinson,
(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.

CDM232799


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

Teradyne, Inc.

Teradyne, 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 12 DAY OF January ~~xxxx~~ 2009

By: 
(Signature)

By: Eileen Casal
(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.

CDM232952

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

Burbank-Glendale-Pasadena Airport Authority

Burbank-Glendale-Pasadena Airport Authority ("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 5th DAY OF January, 2008 9

By: 
(Signature)

By: Dan Feger
(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.

CDM232919

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

The Glidden Company

The Glidden Company ("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 5th DAY OF March, 2009

By: 

(Signature)

By: Robert R. Kovalak, Director

(Print or Type Name)

Environmental Claims & Remediation

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.

CDM234324

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

The Rouse Company (f/k/a Howard Hughes Properties)

The Rouse Company (f/k/a Howard Hughes Properties) ("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 9th DAY OF January, 2009

The Rouse Company LP

By: Rouse LLC, its general partner

By: [Signature]
Authorized Officer

Ronald L. Gern
Sr. Vice President General Counsel

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.

CDM232944

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

Thunderbolt Wood Treating Co.

Thunderbolt Wood Treating Co. ("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 DECEMBER, 2008

By: David Ellis
(Signature)

By: David ELLIS
(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.

CDM232821

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

5 Town Center Associates

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7 Aetna/AREA Corporation, a Connecticut corporation, and AREA GP Corporation, a Delaware
8 corporation, on behalf of Town Center Associates, a dissolved California general partnership,
9 and Aetna Real Estate Associates, L.P., a dissolved Delaware limited partnership, ("Settling
10 Parties") and by the respective duly authorized representatives named below, hereby consent to
11 this Administrative Order on Consent and agree to be bound by the terms and conditions hereof.

12 AGREED THIS 6th DAY OF February, 2009

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14 ACH
15 By:

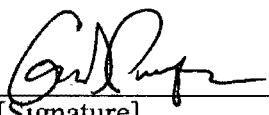
Matthew H. Lynch
Matthew H. Lynch, President
Aetna/AREA Corporation

16
17 ACH
18 By:

Thomas J. O'Shea
Thomas J. O'Shea, Vice-President
Aetna/AREA Corporation

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By: 
[Signature] Gerald D. Petroforte
For AREA GP Corporation Authorized Signatory

_____ and _____
[Print Name]

Vice President

[Title]

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**

Toyota of El Cajon

Toyota of El Cajon ("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 9th DAY OF January, 2008

By:

(Signature)

By:

(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.

CDM233066

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

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Triple A Machine Shop

Triple A Machine Shop ("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 17 DAY OF January, 2008

By:

Albert O. Engel
(Signature)

By:

Albert O. Engel
(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**

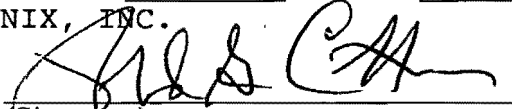
Tusonix , Inc.

Tusonix^{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

TUSONIX, INC.

By:


(Signature)

By:

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

CDM232903

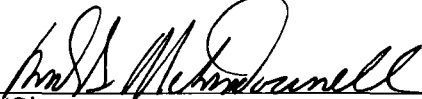
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**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

UIS

UIS ("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, ~~2008~~ ²⁰⁰⁹

By: 
(Signature)

By: D. A. McDonnell, Vice President of UIS, Inc.
(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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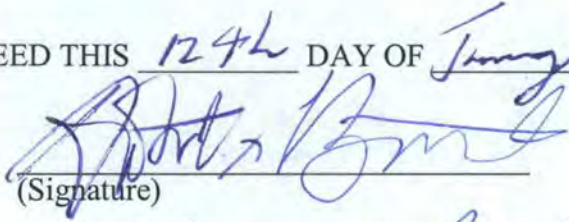
CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

Ventura Harbor Boatyard, Inc.

Ventura Harbor Boatyard, 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 12th DAY OF January, 2008

By:


(Signature)

By:

Robert A. Barfosh
(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.

CDM233068

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HATHAWAY, PERRETT, WEBSTER,
POWERS, CHRISMAN & GUTIERRE,
A PROFESSIONAL CORPORATION

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CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES

Vishay Intertechnology, Inc.

Vishay Intertechnology, 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 13th DAY OF JANUARY, 2008 9

By: 
(Signature)

By: Donald M. Clark, V.P. E.H.S.
(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**

Vulcan Pipe & Engineering Company

Vulcan Pipe & Engineering Company ("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 January, 2009

By: *John W. Gwin*
(Signature)

By: John W. Gwin
(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**

Welch's Overall Cleaning Co., Inc.

Welch's Overall Cleaning Co., 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 8th DAY OF January, 2008⁹

By: 
(Signature)

By: BRIAN Keegan
(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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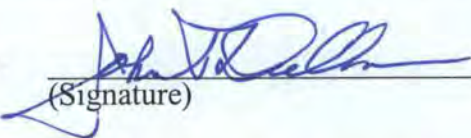
**CONSENT AND AUTHORIZATION FOR AGREEMENT TO SETTLE WITH
THE UNITED STATES**

Westside Produce Company

Westside Produce Company ("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 DEC., 2008

By:


(Signature)

By:

JOHN T. DULLAM
(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.

CDM232800