

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

)	
IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	
)	
Glendale North and South Operable Units,)	CERCLA Docket No. 2024-02
San Fernando Valley (Area 2) Superfund Site)	
Glendale, California)	
)	
)	
Coltec Industries, Inc., Menasco Aerosystems)	PROCEEDING UNDER
Division;)	SECTION 122(h)(1) OF CERCLA
Eaton Filtration LLC, as successor in interest to)	42 U.S.C. § 9622(h)(1)
Vickers Incorporated;)	
Foto-Kem Industries, Inc.;)	
Haskel International, LLC, formerly Haskel)	
International, Inc.;)	
International Electronic Research Corporation;)	
ITT LLC, as successor in interest to)	
ITT Industries, Inc.;)	
Lockheed Martin Corporation;)	
Lockheed Martin Librascope Corporation;)	
Pacific Bell Telephone Company, formerly Pacific)	
Bell, formerly The Pacific Telephone and)	
Telegraph Company;)	
Philips North America LLC, as successor in interest)	
to Philips Components, a Division of Philips)	
Electronics North America Corporation;)	
PRC-DeSoto International, Inc., formerly)	
Courtaulds Aerospace, Inc.;)	
The Prudential Insurance Company of America;)	
Ralphs Grocery Co.;)	
Union Pacific Railroad Company, formerly Southern)	
Pacific Transportation Co.;)	
Vorelco, Inc.; and)	
Walt Disney Pictures and Television.)	

**CERCLA SECTION 122(h)(1) SETTLEMENT AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”), as amended, 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders) and redelegated to Director, Deputy Director, and Branch Managers of the Superfund and Environmental Management Division by Region 9 Delegation of Authority R9-1200 TN2018-01.

2. This Settlement Agreement is made and entered into by EPA and Coltec Industries, Inc., et al., the parties making up the Glendale Respondents Group, listed in Appendix A (“Settling Parties” or “GRG”). Each Settling Party consents to and will not contest EPA’s authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Glendale North and South Operable Units (respectively “GNOU” and “GSOU”, and collectively known as the “GOUs”) of the San Fernando Valley (Area 2) Superfund Site (“Site”) located in Glendale, California. EPA alleges that the Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

5. The San Fernando Valley groundwater basin (the “Basin”) is a source of drinking water for the Los Angeles metropolitan area. The Los Angeles Department of Water and Power (“LADWP”), Burbank Water and Power, and Glendale Water and Power produce groundwater for public distribution from wellfields located in the Basin, including wellfields located near or within the Site.

6. In 1980, volatile organic compounds (“VOCs”), including the industrial solvents trichloroethylene (“TCE”) and perchloroethylene (“PCE”), were discovered in approximately one-fourth of LADWP’s production wells located in the Basin. In response to these findings, LADWP and the Southern California Association of Governments, using EPA funds, began a groundwater study in 1981 to determine the extent and severity of the contamination and to develop remediation strategies. The two-year study confirmed that TCE and PCE had already impacted LADWP drinking water production wells and that contamination was spreading.

7. In 1986, in accordance with Section 105 of CERCLA, 42 U.S.C. § 9605, EPA listed four sites (the “SFV Sites”) in the Basin on the Superfund National Priorities List (“NPL”), set forth at 40 C.F.R. part 300, Appendix B, by publication in the Federal Register in June 1986, 51

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Fed. Reg. 21054. The four sites are (1) the San Fernando Valley (Area 1) Superfund Site, which consists of the North Hollywood and Burbank Operable Units; (2) the San Fernando Valley (Area 2) Superfund Site (“Site”), which consists of the GNOU, the GSOU, and the Glendale Chromium Operable Unit (“GCOU”); (3) the San Fernando Valley (Area 3) Superfund Site, also known as Verdugo, which was delisted from the NPL by EPA in 2004; and (4) the San Fernando Valley (Area 4) Superfund Site, also known as Pollock.

8. EPA and LADWP began a remedial investigation throughout the Basin, including the SFV Sites, in March 1988 (“Basin-Wide Remedial Investigation”). LADWP completed a Basin-Wide Remedial Investigation study in December 1992. The Basin-Wide Remedial Investigation continues, and includes ongoing groundwater monitoring, mapping, and management of a Basin-Wide groundwater sampling database.

9. Prior settlements between EPA and potentially responsible parties (“PRPs”) at the SFV Sites resolved certain costs related to the Basin-Wide Remedial Investigation. EPA assigned a share of Basin-Wide Remedial Investigation costs to the PRPs associated with specific SFV Sites or operable units; each of the SFV Sites or operable units was assigned a percentage of total Basin-Wide Remedial Investigation costs based on the ratio of the total designed pumping rates for all remedies selected at the SFV Sites to the designed pumping rate at a specific site or operable unit during the relevant time period. Based on EPA’s methodology, the assigned share of Basin-Wide Remedial Investigation costs for the GOUs from December 31, 1997 and September 30, 2016 is 23.6 percent (23.6%).

10. The Site encompasses the portion of the Basin in the vicinity of the City of Glendale. Although VOC contamination was detected throughout the Site, the Site was divided into the GNOU and GSOU for purposes of selecting remedial measures to address VOCs due to differences in the types and concentrations of contaminants identified in the groundwater in these two portions of the aquifer. In 2007, EPA also established the GCOU to study and remediate chromium contamination detected at the Site.

11. In 1993, EPA executed interim Records of Decision (“iRODs”) for the GNOU and GSOU. Pursuant to a 2000 Consent Decree (“CD”) entered among the United States, the State of California, the City of Glendale, and Settling Defendants (collectively the “CD Parties”), the Settling Work Defendants (collectively the GRG, a subset of the Settling Defendants) agreed to carry out the interim remedies for the GNOU and GSOU in coordination with the City of Glendale.¹ As part of the 2000 CD, the Settling Defendants reimbursed EPA for certain past response costs that EPA paid related to the Basin-Wide Remedial Investigation. The share of Basin-Wide Remedial Investigation costs allocated to the GOUs that the Settling Defendants agreed to pay in the 2000 CD was \$3,938,437. These costs were defined in the 2000 CD as “Basin-Wide Past Response Costs” and covered the portion of the Basin-Wide Remedial

¹ *United States of America and State of California v. ITT Industries, et al.*, No. CV 99-00552 MRP (ANx).

Investigation work EPA paid for prior to December 30, 1997 and that were assigned to the GOUs.²

12. In 2013, the CD Parties entered the First Joint Stipulation to Amend the 2000 CD to expand the scope and timeframe of work to be performed.³ In 2019, the United States, the State of California, the City of Glendale, and the GRG entered the Second Joint Stipulation to Amend the 2000 CD.⁴ The Second Joint Stipulation provided, among other requirements, that subject to the Consent Decree, the Settling Work Defendants, the GRG, would reimburse EPA for twenty-three percent (23%) of all response costs associated with the Basin-Wide Remedial Investigation paid by EPA on or after October 1, 2016 (defined in the Second Joint Stipulation to Amend the 2000 CD as “Stipulated Basin-Wide Future Response Costs”) on an ongoing basis.⁵

13. In the Second Joint Stipulation to Amend the 2000 CD, EPA reserved its right to recover response costs paid by EPA for Basin-Wide Remedial Investigation work conducted between December 31, 1997 and September 30, 2016.⁶ On August 13, 2019, EPA sent the GRG a letter requesting to negotiate the portion of EPA’s Basin-Wide Remedial Investigation costs paid between December 31, 1997 and September 30, 2016 that were assigned to the GOUs according to the methodology described in Paragraph 9.

14. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

15. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

16. This Settlement Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real property, shall in no way alter such Settling Party’s responsibilities under this Settlement Agreement. Each signatory

² *Id.* at para. 54.a.

³ First Joint Stipulation to Amend the Consent Decree, May 17, 2013.

⁴ Second Joint Stipulation to Amend the Consent Decree, June 24, 2019.

⁵ *Id.* at Exhibit 1, pp. 6-13.

⁶ Second Joint Stipulation to Amend the Consent Decree at para. 6, pp. 14-15.

to this Settlement Agreement certifies that they are authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by them.

IV. DEFINITIONS

17. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or its appendices, the following definitions shall apply:

“Basin-Wide Part II Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA paid at or in connection with Basin-Wide Remedial Investigation work at the SFV Sites between December 31, 1997 and September 30, 2016, plus accrued Interest on all such costs through the latter date.⁷

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

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

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the effective date of this Settlement Agreement as provided by Section XVII.

“EPA” shall mean the United States Environmental Protection Agency.

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

“Glendale Interim Records of Decision” or “Glendale iRODs” shall mean the Interim Records of Decision for the GOUs signed on June 18, 1993, by the Acting Regional Administrator, EPA Region IX, and all attachments thereto.

“Glendale Respondents Group” or “GRG” shall mean the Settling Parties, identified in Appendix A, including the Lockheed Martin Corporation.

⁷ These costs are referred to as Basin-Wide *Part II* Past Response Costs because EPA previously recovered \$3,938,437 in Basin-Wide Past Response Costs paid by EPA prior to December 30, 1997 and allocated to the Site pursuant to the 2000 CD, as noted in Paragraph 11.

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“GOUs” shall collectively mean the GNOU and GSOU of the Site, located in Glendale, California and generally shown on the map included in Appendix B.

“GOUs Basin-Wide Part II Past Response Costs” shall mean the portion of Basin-Wide Part II Past Response Costs that were allocated by EPA to the GOUs.

“Interest” shall mean interest at the rate specified for interest on investments of the 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. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Lockheed Martin Corporation” shall mean the Lockheed Martin Corporation, which is a member of the GRG and is a Settling Party to this Settlement Agreement.

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

“Non-Lockheed Martin Corporation Settling Parties” shall mean the Settling Parties identified in Appendix A, not including the Lockheed Martin Corporation.⁸

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean EPA and Settling Parties.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“San Fernando Valley Basin-Wide Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“San Fernando Valley Superfund Sites” or “SFV Sites” shall mean the four Superfund Sites that were designated in the San Fernando Valley groundwater basin, including the San Fernando Valley (Area 1) Superfund Site, the San Fernando Valley (Area 2) Superfund Site, the San Fernando Valley (Area 3) Superfund Site, also known as Verdugo, which was

⁸ The Lockheed Martin Corporation and the Lockheed Martin Librascope Corporation are distinct Settling Parties. For purposes of this agreement, Lockheed Martin Librascope Corporation is a Non-Lockheed Martin Corporation Settling Party.

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delisted from the NPL by EPA in 2004, and the San Fernando Valley (Area 4) Superfund Site, also known as Pollock.

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Settlement Agreement and any attached appendices. In the event of a conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Settling Parties” shall mean those parties belonging to the Glendale Respondents Group, also known as the GRG, identified in Appendix A, including the Lockheed Martin Corporation.

“Site” shall mean the San Fernando Valley (Area 2) Superfund Site located in Glendale, California.

“State” shall mean the State of California.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. PAYMENT OF RESPONSE COSTS

18. **Payment by Settling Parties for GOUs Basin-Wide Part II Past Response Costs.** If the Settlement Agreement is made effective after public comment, Settling Parties shall, within fifteen (15) days after the Effective Date, pay to EPA \$3,261,293 (the “Settlement Amount”), plus Interest on the Settlement Amount calculated from (a) the date that is seven (7) days after the date that the Settling Parties receive notice from EPA that this Settlement Agreement has been signed by EPA and approved by the Attorney General or their designee through (b) the date of payment by the Settling Parties pursuant to Paragraph 19 below.

19. Settling Parties shall make the payment at <https://www.pay.gov> in accordance with the following payment instructions: enter “sfo 1.1” in the search field to access EPA’s Miscellaneous Payment Form – Cincinnati Finance Center. Complete the form including the Site Name, docket number, and Site/Spill ID Number 0959. Settling Parties shall send to EPA in accordance with Section XIII (Notices and Submissions), a notice of this payment including these references.

20. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 18 shall be deposited by EPA in the San Fernando Valley Basin-Wide Special Account to be retained and used to conduct or finance response actions at or in connection with the SFV Sites. Alternatively, EPA may transfer the funds to the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

21. **Interest on Late Payments.** If the Settling Parties fail to make any payment required by Paragraph 18 (Payment by Settling Parties for GOUs Basin-Wide Part II Past Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

22. **Stipulated Penalty**

a. If any amounts due to EPA under Paragraph 18 (Payment by Settling Parties for GOUs Basin-Wide Part II Past Response Costs) are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 21 (Interest on Late Payments), \$2,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within thirty (30) days after the date of demand for payment of the penalties by EPA. Settling Parties shall make all payments at <https://www.pay.gov> using the following instructions: enter "sfo 1.1" in the search field to access EPA's Miscellaneous Payment Form - Cincinnati Finance Center. Complete the form including the Site Name, docket number, and Site/Spill ID Number 0959, and indicate in the comment field that the payment is for stipulated penalties. Settling Parties shall send to EPA, in accordance with Section XIII (Notices and Submissions), a notice of this payment including these references.

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

23. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

24. The obligations of Settling Parties to pay amounts owed to EPA under this Settlement Agreement are joint and several. In the event of the insolvency of any Settling Party or the failure by any Settling Party to make the payments required under this Settlement Agreement, the remaining Settling Parties shall be responsible for such payments.

25. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Settlement Agreement.

VII. COVENANTS BY EPA

26. **Covenant for the Lockheed Martin Corporation by EPA.** Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against the Lockheed Martin Corporation pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover GOUs Basin-Wide Part II Past Response Costs. This covenant shall take effect upon the Effective Date. This covenant is conditioned upon the satisfactory performance by the Lockheed Martin Corporation of its obligations under this Settlement Agreement. This covenant extends only to the Lockheed Martin Corporation and does not extend to any other person.

27. **Covenants for the Non-Lockheed Martin Corporation Settling Parties by EPA.** Except as specifically provided in Section VIII (Reservation of Rights by EPA), EPA covenants not to sue or take administrative action against the Non-Lockheed Martin Corporation Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Basin-Wide Part II Past Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by the Settling Parties of their obligations under this Settlement Agreement. These covenants extend only to the Non-Lockheed Martin Corporation Settling Parties and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

28. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within Section VII (Covenants by EPA).

29. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against the Lockheed Martin Corporation with respect to:

- a. liability for failure of the Lockheed Martin Corporation to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not GOUs Basin-Wide Part II Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

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

30. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against the Non-Lockheed Martin Corporation Settling Parties with respect to:

- a. liability for failure of the Non-Lockheed Martin Corporation Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not Basin-Wide Part II Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

31. Except as otherwise provided in Paragraph 27 (Covenants for the Non-Lockheed Martin Corporation Settling Parties by EPA), nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANTS BY SETTLING PARTIES

32. **Covenants by the Lockheed Martin Corporation.** The Lockheed Martin Corporation covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to GOUs Basin-Wide Part II Past Response Costs and this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the 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 the response actions at the Site for which the GOUs Basin-Wide Part II Past Response Costs were incurred, 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, or at common law; and

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c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for GOUs Basin-Wide Part II Past Response Costs.

33. **Covenants by the Non-Lockheed Martin Corporation Settling Parties.** The Non-Lockheed Martin Corporation 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 Basin-Wide Part II Past Response Costs and this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the 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 the response actions at the Site for which the Basin-Wide Part II Past Response Costs were incurred, 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, or at common law; and

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Basin-Wide Part II Past Response Costs.

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

35. **Waivers of Claims by Settling Parties**

a. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA

Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. Exceptions to Waivers

(1) The waivers under this Paragraph 35 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Settling Party.

(2) The waiver under Paragraph 35.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

36. Except as provided in Paragraph 35 (Waiver of Claims by Settling Parties), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section IX (Covenants by Settling Parties), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), 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) of CERCLA, 42 U.S.C. § 9613 (f)(2).

37. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as

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may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement for the Lockheed Martin Corporation are the GOUs Basin-Wide Part II Past Response Costs and the “matters addressed” in this Settlement Agreement for the Non-Lockheed Martin Corporation Settling Parties are the Basin-Wide Part II Past Response Costs.

38. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

39. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than sixty (60) days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within ten (10) days after service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within ten (10) days after service or receipt of any Motion for Summary Judgment and within ten (10) days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

40. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, 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 case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by EPA set forth in Section VII.

41. Effective upon signature of this Settlement Agreement by a Settling Party, such Settling Party agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Settling Party the payment required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 37, and that, in any action brought by the United States related to the “matters addressed,” such Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Parties that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing ninety (90) days after the date such notice is sent by EPA.

XI. ACCESS TO INFORMATION

42. Whereas Settling Parties have Access to Information obligations pursuant to Section XXIV of the Consent Decree, those obligations also extend to this agreement.

XII. RETENTION OF RECORDS

43. Whereas Settling Parties have Retention of Records obligations pursuant to Section XXV of the Consent Decree, those obligations also extend to this agreement.

XIII. NOTICES AND SUBMISSIONS

44. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice by email in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA:

Larry Sievers, Section Manager
U.S. Environmental Protection Agency, Region IX
600 Wilshire Blvd. Suite 940
Los Angeles, CA 90017
(213) 817-2260
sievers.larry@epa.gov

As to Settling Parties:

Kyle Kawakami, Partner
Irell & Manella, LLP
840 Newport Center Drive, Suite 400
Newport Beach, CA 92660-6324
(949) 760-0991
kkawakami@irell.com

XIV. INTEGRATION/APPENDICES

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

and incorporated into this Settlement Agreement: “Appendix A” is a complete list of the Settling Parties; and “Appendix B” is the map of the Site.

XV. PUBLIC COMMENT

46. This Settlement Agreement shall be subject to a public comment period of at least thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withhold its consent or seek to modify this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVI. ATTORNEY GENERAL APPROVAL

47. The Attorney General or his or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XVII. EFFECTIVE DATE

48. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 46 has closed and the United States has determined not to withhold its consent or seek to modify this Settlement Agreement based on the comments received, if any.

IT IS SO AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

DANA
BARTON



Digitally signed by DANA
BARTON
Date: 2024.08.26
21:44:23 -07'00'

Michael Montgomery
Director, Superfund Division
U.S. EPA, Region IX

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

Signature Page for Settlement Agreement Regarding the Glendale North and South Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9, CERCLA Docket No. 2024-02

**FOR COLTEC INDUSTRIES, INC.,
MENASCO AEROSYSTEMS DIVISION**

3/27/2024

Dated

DocuSigned by:
Edward F. McHugh
By: _____
Its: Vice President, General Counsel of Collins Aerospace
For Goodrich Corporation, on Behalf of Coltec Industries, Inc.,
Menasco Aerosystems Division

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

Signature Page for Settlement Agreement Regarding the Glendale North and South
Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

**FOR EATON FILTRATION LLC AS SUCCESSOR IN
INTEREST TO VICKERS INCORPORATED**

March 19, 2024
Dated

By: Lisa D. Sutton Lisa D. Sutton
Its: Vice President / Chief Counsel
Regulatory & Sustainability


In the Matter of Coltec Industries, Inc., et al.
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Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

FOR FOTO-KEM INDUSTRIES, INC.

3-22-24

Dated


By: 
Its: PRESIDENT

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

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Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

FOR HASKEL INTERNATIONAL, LLC

03/21/2024
Dated

By: 
Its: Andrew Schiesl - Manager

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

Signature Page for Settlement Agreement Regarding the Glendale North and South
Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

**FOR INTERNATIONAL ELECTRONIC
RESEARCH CORPORATION** (represented by CTS Corporation)

3-26-2024
Dated

By: Andrew Warren
Its: Andrew Warren
Deputy General Counsel

In the Matter of Coltec Industries, Inc., et al.
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**FOR ITT LLC as successor in interest to
ITT Industries, Inc.**

3/15/24
Dated

By: 
Its: Director Environmental Affairs

In the Matter of Coltec Industries, Inc , et al.
Settlement Agreement for Recovery of Past Response Costs

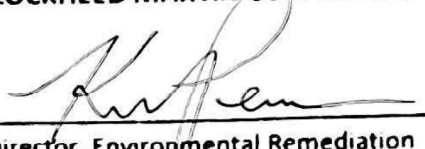
Signature Page for Settlement Agreement Regarding the Glendale North and South
Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

FOR LOCKHEED MARTIN CORPORATION

March 28, 2024

Dated

By:



Its: Director, Environmental Remediation

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

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Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

**FOR LOCKHEED MARTIN
LIBRASCOPE CORPORATION**

March 26, 2024
Dated


By: *John H. Palumbo*
Its: Vice President RMS Operations

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

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Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

**FOR PACIFIC BELL TELEPHONE COMPANY
(FORMERLY PACIFIC BELL, FORMERLY
THE PACIFIC TELEPHONE AND TELEGRAPH
COMPANY)**

03 MAR 2024
Dated

By: 
Its: ASST. VP and Senior Counsel

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

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Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

FOR PHILIPS NORTH AMERICA, LLC

March 15, 2024

Dated

By: *Joseph E. Innamorati*
Its: Joseph E. Innamorati, Vice President

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

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CERCLA Docket No. 2024-02

**FOR PRC-DESOTO INTERNATIONAL, INC.
(FORMERLY COURTAULDS AEROSPACE, INC.)**



March 25, 2024

By: Steven F. Faeth
Its: Vice President Environmental Affairs
& Asst. Gen. Counsel EHS & Sustainability

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

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**FOR THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**

3/27/24
Dated

By: 
Its: VICE PRESIDENT


In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

Signature Page for Settlement Agreement Regarding the Glendale North and South
Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

FOR RALPHS GROCERY COMPANY

March 26, 2024

Dated

By: 
Its: vice President & Assistant Secretary

In the Matter of Coltec Industries, Inc., et al.
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Signature Page for Settlement Agreement Regarding the Glendale North and South
Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9,
CERCLA Docket No. 2024-02

**FOR UNION PACIFIC RAILROAD COMPANY
(FORMERLY SOUTHERN PACIFIC
TRANSPORTATION CO.)**

4/16/2024
Dated

By: M. J.
Its: AVP Fuel & Environmental

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

Signature Page for Settlement Agreement Regarding the Glendale North and South Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9, CERCLA Docket No. 2024-02

FOR WALT DISNEY PICTURES AND TELEVISION

August 23, 2024

Dated

DocuSigned by:
Bill Neuschaefer
By: _____
Its: Deputy Chief Counsel,
Legal Affairs

In the Matter of Coltec Industries, Inc., et al.
Settlement Agreement for Recovery of Past Response Costs

Signature Page for Settlement Agreement Regarding the Glendale North and South
Operable Units of the San Fernando Valley Area 2 Superfund Site, U.S. EPA Region 9, CERCLA
Docket No. 2024-02

FOR VORELCO, INC.

March 21, 2024

Dated

By: *Gabriel Calvo*
Its: Senior Director, EHS&S (VW Group of America)

Appendix A

Glendale Respondents Group

Coltec Industries, Inc., Menasco Aerosystems Division

Eaton Filtration LLC, as successor in interest to Vickers Incorporated

Foto-Kem Industries, Inc.

Haskel International, LLC, formerly Haskel International, Inc.

International Electronic Research Corporation

ITT LLC, as successor in interest to ITT Industries, Inc.

Lockheed Martin Corporation

Lockheed Martin Librascope Corporation

Pacific Bell Telephone Company, formerly Pacific Bell, formerly The Pacific Telephone and Telegraph Company

Philips North America LLC, as successor in interest to Philips Components, a Division of Philips Electronics North America Corporation

PRC-DeSoto International, Inc., formerly Courtaulds Aerospace, Inc.

The Prudential Insurance Company of America

Ralphs Grocery Co.

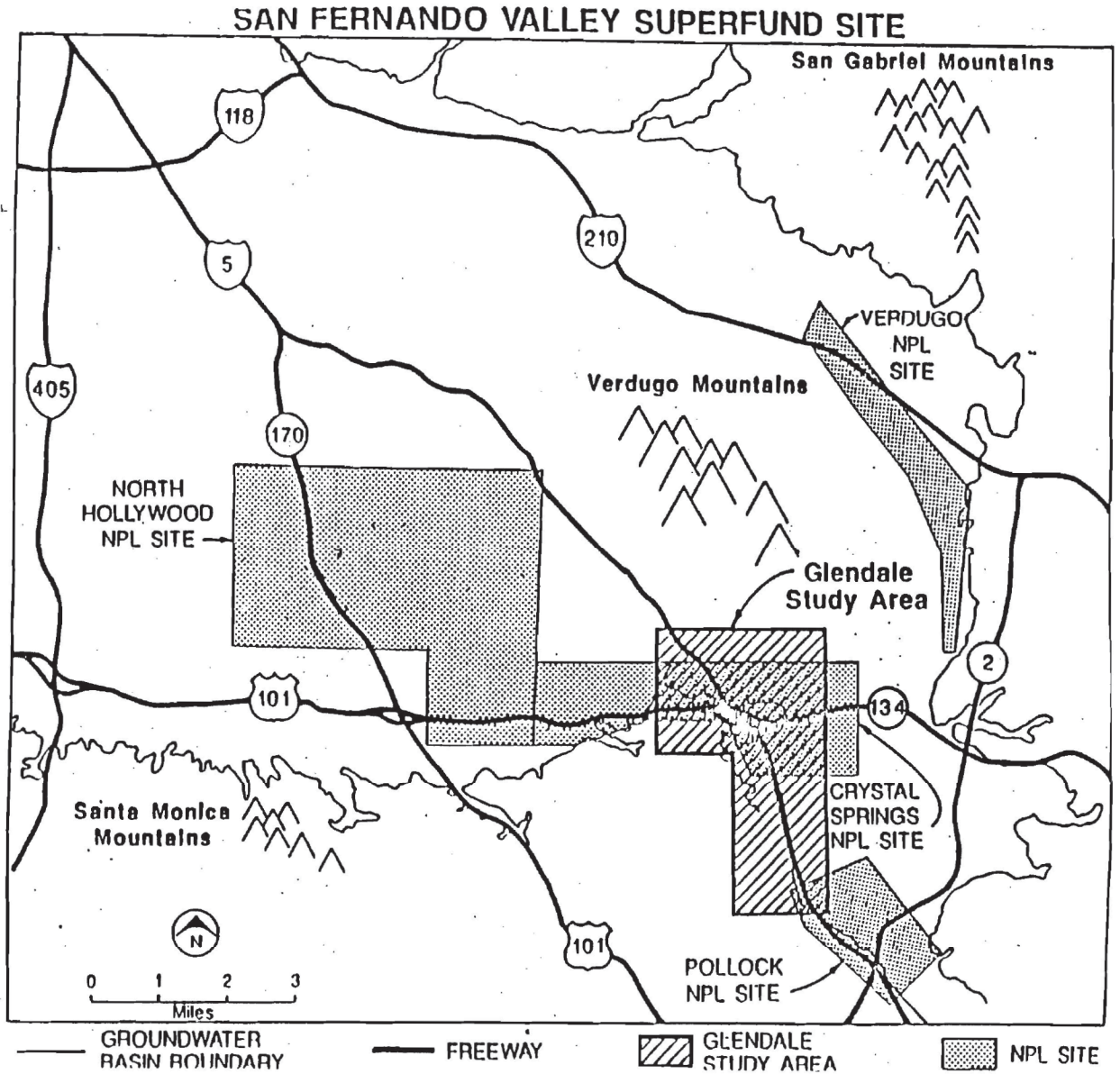
Union Pacific Railroad Company, formerly Southern Pacific Transportation Co.

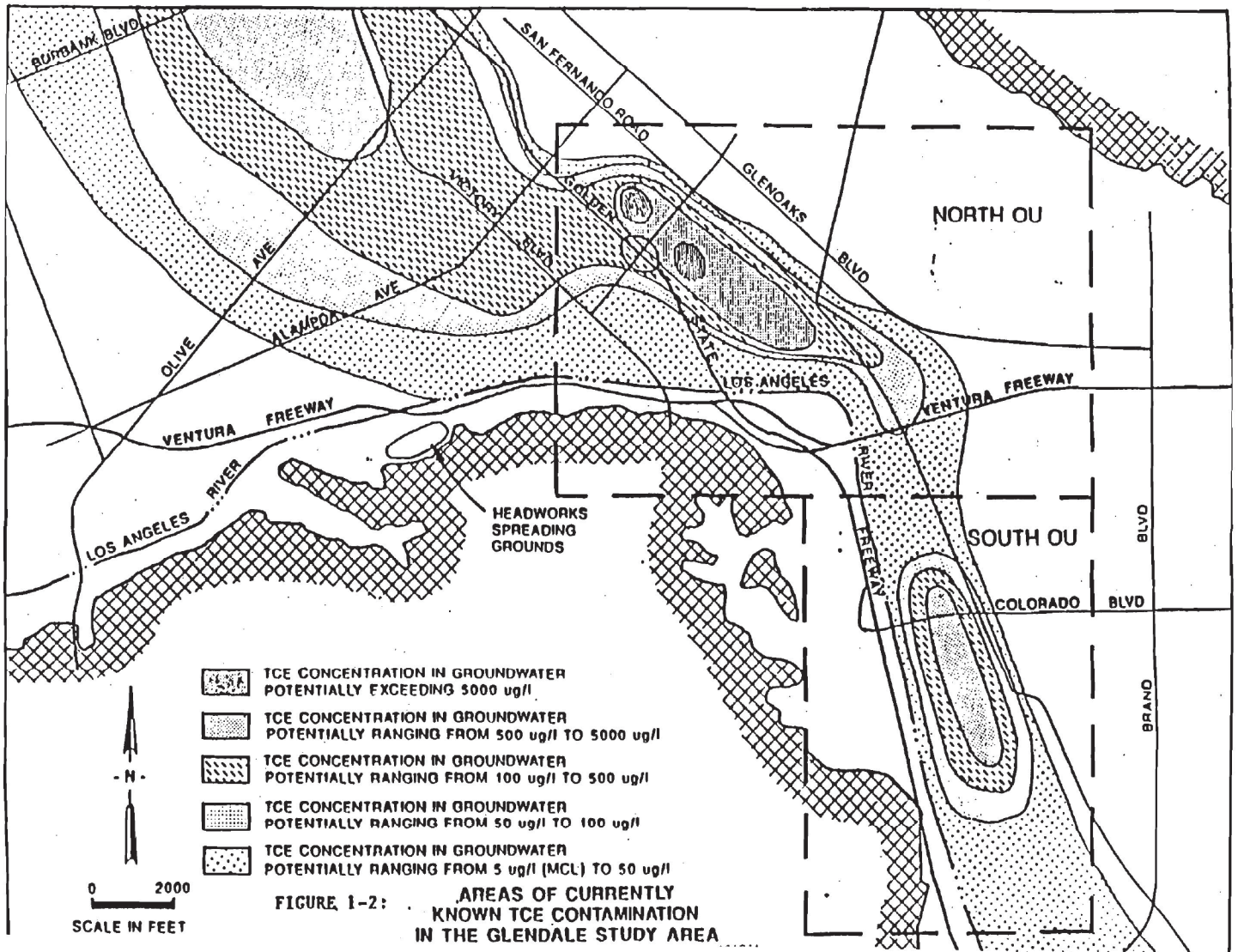
Vorelco, Inc.

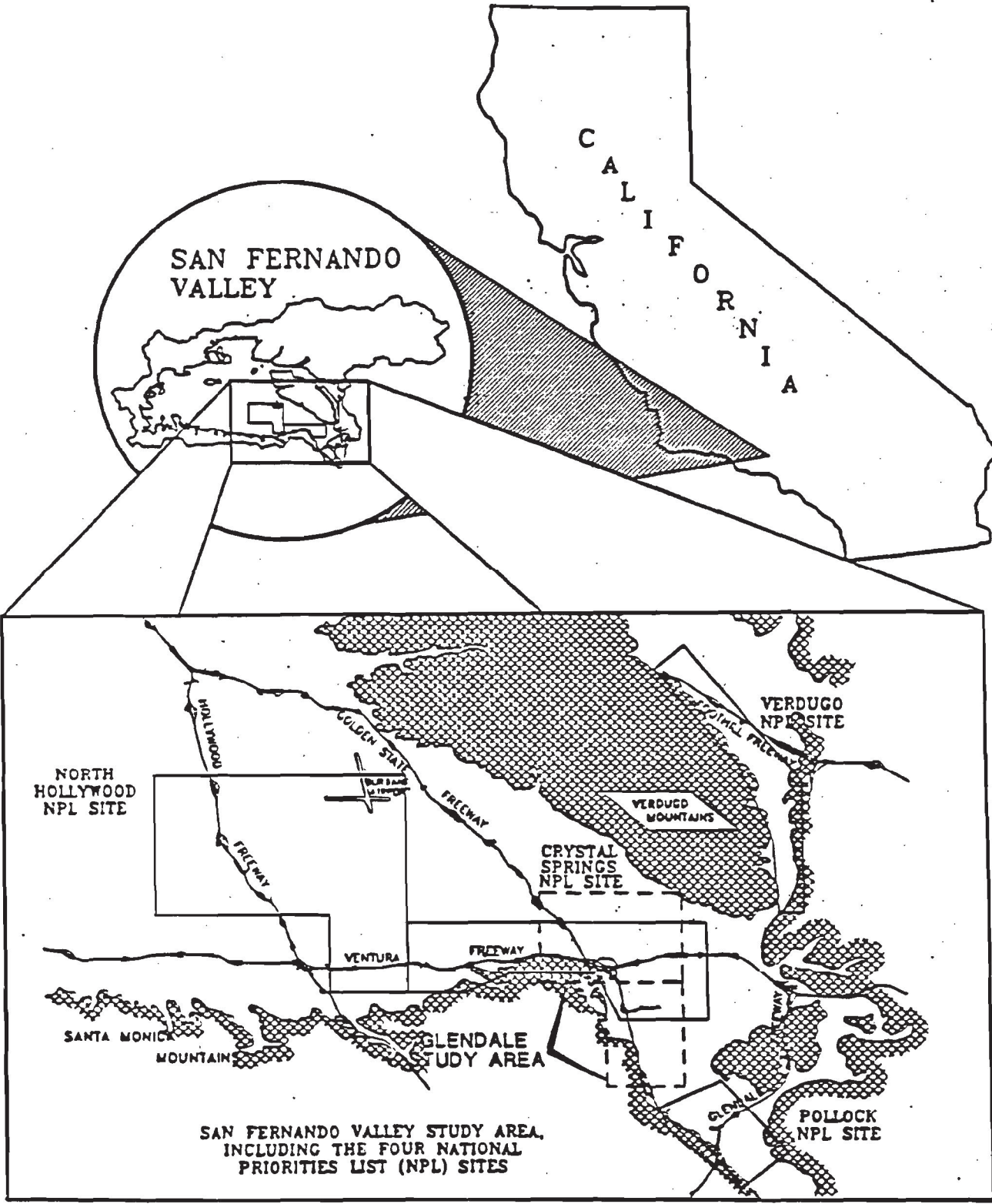
Walt Disney Pictures and Television

Appendix B

Map of the Glendale North and South Operable Units
of the San Fernando Valley (Area 2) Superfund Site







GLENDALE STUDY AREA

FIGURE 2-1
SITE LOCATION MAP