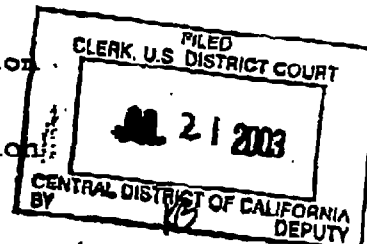


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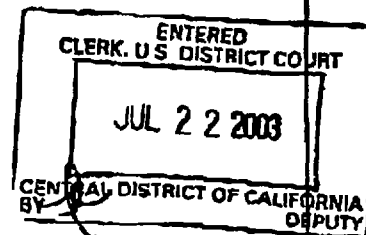
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17 IN THE UNITED STATES DISTRICT COURT  
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
19 WESTERN DIVISION

20  
21 UNITED STATES OF AMERICA

22 Plaintiff,

23 v.

24 SAMSON HYDROCARBONS  
COMPANY et al.,

25 Defendants.  
26  
27

03-1078

CIVIL ACTION NO. \_\_\_\_\_

CONSENT DECREE

QUINTANA  
CORPORATION

AS TO  
PETROLEUM

THIS CONSTITUTES NOTICE OF ENTRY  
AS REQUIRED BY FRCP, RULE 77(d).

CDM193782

TABLE OF CONTENTS

1			
2	I.	<u>BACKGROUND</u>	3
3	II.	<u>JURISDICTION</u>	5
4	III.	<u>PARTIES BOUND</u>	5
5	IV.	<u>DEFINITIONS</u>	5
6	V.	<u>SITE BACKGROUND</u>	8
7	VI.	<u>PURPOSE</u>	11
8	VII.	<u>CASH PAYMENT</u>	12
9	VIII.	<u>FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE</u>	13
10	IX.	<u>COVENANT NOT TO SUE BY PLAINTIFF</u>	16
11	X.	<u>COVENANT NOT TO SUE BY SETTLING DEFENDANT</u>	19
12	XI.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION</u>	21
13	XII.	<u>NOTICES AND SUBMISSIONS</u>	23
14	XIII.	<u>RETENTION OF JURISDICTION</u>	24
15	XIV.	<u>INTEGRATION/APPENDICES</u>	24
16	XV.	<u>LODGING AND OPPORTUNITY FOR PUBLIC COMMENT</u>	24
17	XVI.	<u>EFFECTIVE DATE</u>	25
18	XVII.	<u>SIGNATORIES/SERVICE</u>	25
19			
20			
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Consent Decree

2

Casmalia Disposal Site

CDM193783

CONSENT DECREEI. BACKGROUND

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2  
3 A. The United States of America ("United States"), on  
4 behalf of the Administrator of the United States  
5 Environmental Protection Agency ("EPA"), filed a complaint in  
6 this matter pursuant to Section 107 of the Comprehensive  
7 Environmental Response, Compensation, and Liability Act of  
8 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking  
9 reimbursement of response costs incurred and to be incurred  
10 for response actions taken at or in connection with the  
11 release or threatened release of hazardous substances at and  
12 from the Casmalia Disposal Site ("Site") in Santa Barbara  
13 County, California.

14 B. The defendant that has entered into this Consent  
15 Decree ("Settling Defendant") does not admit any liability to  
16 Plaintiff arising out of the transactions or occurrences  
17 alleged in the complaint.

18 C. Settling Defendant is currently in the process of  
19 liquidating and offering for sale all of its assets. When the  
20 liquidation is complete the corporation will be dissolved.  
21 Settling Defendant is prepared to make an immediate cash  
22 payment as part of a cashout settlement to facilitate its  
23 corporate liquidation and sale of assets.

24 D. This Consent Decree provides for the Settling  
25 Defendant's cash payment of \$480,633, as specified in Section  
26 VII (Cash Payment) of the Consent Decree. This payment is  
27 based in part on EPA's calculation that Settling Defendant's  
28 total waste volume at the Site is 4,743,136 pounds of a total

Consent Decree

3

Casmalia Disposal Site

CDM193784

1 4.453 billion pounds of waste material disposed of at the  
2 site. Also, EPA has estimated the total response costs  
3 incurred, or to be incurred, at or in connection with the  
4 site, by the United States and private parties, to be \$271.9  
5 million, based on EPA's August 1999 cost estimate. In  
6 addition, the Settling Defendant's cash payment reflects a  
7 75% cashout premium.

8 E. The United States and Settling Defendant agree, and  
9 this Court by entering this Consent Decree finds, that this  
10 Consent Decree has been negotiated by the Parties in good  
11 faith, that settlement of this matter will avoid prolonged  
12 and complicated litigation between the Parties, and that this  
13 Consent Decree is fair, reasonable, and in the public  
14 interest.

15 THEREFORE, with the consent of the Parties to this  
16 Consent Decree, it is ORDERED, ADJUDGED, AND DECREED:  
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28

Consent Decree

4

Casmalia Disposal Site

CDM193785

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Settling Defendant consents to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## III. PARTIES BOUND

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

## IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

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

Consent Decree

5

Casmalia Disposal Site

CDM193786

1           b. "Consent Decree" shall mean this Consent Decree  
2 and all appendices attached hereto. In the event of conflict  
3 between this Consent Decree and any appendix, the Consent  
4 Decree shall control.

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

10          d. "DOJ" shall mean the United States Department of  
11 Justice and any successor departments, agencies or  
12 instrumentalities of the United States.

13          e. "EPA" shall mean the United States Environmental  
14 Protection Agency and any successor departments, agencies or  
15 instrumentalities of the United States.

16          f. "Escrow Account" shall mean the escrow account  
17 for the Site, which was established pursuant to the Consent  
18 Decree entered by the United States District Court for the  
19 Central District of California on June 27, 1997 in United  
20 States of America v. ABB Vetco Gray Inc. et al., Civ. No. 96-  
21 6518-KMW (JGx) ("Casmalia Consent Decree"). The Escrow  
22 Account holds money collected, inter alia, from this and  
23 other settlements and enforcement activities, and that shall  
24 be used for response actions at and concerning the Site.

25          g. "Escrow Trustee" shall mean the trustee of the  
26 Escrow Account.

27  
28  
Consent Decree

6

Casmalia Disposal Site

CDM193787

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

4 i. "Interest" shall mean interest at the current  
5 rate specified for interest on investments of the EPA  
6 Hazardous Substance Superfund established by 26 U.S.C. §  
7 9507, compounded annually on October 1 of each year, in  
8 accordance with 42 U.S.C. § 9607(a).

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

12 k. "Parties" shall mean the United States and the  
13 Settling Defendant.

14 l. "Plaintiff" shall mean the United States.

15 m. "Response Costs" shall mean all costs, including  
16 but not limited to, direct and indirect costs, that the  
17 United States has incurred or will incur in reviewing or  
18 developing plans, reports and other items pursuant to the  
19 Casmalia Consent Decree, verifying work performed pursuant to  
20 the Casmalia Consent Decree's scope of work, or otherwise  
21 implementing, overseeing, or enforcing the Casmalia Consent  
22 Decree, including, but not limited to, payroll costs,  
23 contractor costs, travel costs, and laboratory costs.

24 n. "Record of Decision" or "ROD" shall mean the EPA  
25 Record of Decision relating to the Site to be signed in the  
26 future by the Regional Administrator, EPA Region IX, or  
27 her/his delegatee, and all attachments thereto.

28

Consent Decree

7

Casmalia Disposal Site

CDM193788

1 o. "Remedial Action" shall mean those activities  
2 undertaken to implement the ROD, in accordance with the  
3 Casmalia Consent Decree's scope of work.

4 p. "Section" shall mean a portion of this Consent  
5 Decree identified by a roman numeral.

6 q. "Settling Defendant" shall mean Quintana  
7 Petroleum Corporation.

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

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

#### 22 V. SITE BACKGROUND

23 4. Paragraphs 5 through 14 below contain a summary of  
24 the Site background as alleged by the United States which,  
25 for purposes of this Consent Decree, the Settling Defendant  
26 neither admits nor denies:

27 5. The Site encompasses (among other areas, as defined  
28 above) the former Casmalia Resources Hazardous Waste

Consent Decree

8

Casmalia Disposal Site

CDM193789



1 Management Facility, an inactive commercial hazardous waste  
2 treatment, storage, and disposal facility, which accepted  
3 large volumes of hazardous substances from 1973 to 1989.  
4 Located on a 252-acre parcel in Santa Barbara County,  
5 California, the former Casmalia Resources Hazardous Waste  
6 Management Facility consisted of six landfills, numerous  
7 surface impoundments, disposal trenches, injection wells,  
8 waste spreading areas and tank treatment systems.

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

21 7. Hazardous substances within the definition of  
22 Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been,  
23 or are threatening to be, released into the environment at  
24 and from the Site. These hazardous substances include a wide  
25 variety of organic and inorganic compounds.

26 8. During the facility's sixteen (16) years of  
27 operation, the owner(s)/operator(s) accepted approximately  
28 4.453 billion pounds of documented liquid and solid wastes

Consent Decree

9

Casmalia Disposal Site

CDM193790

1 from thousands of generators, including numerous large and  
2 small private businesses and federal, state, and local  
3 governmental entities.

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

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

16 11. After the facility's owner(s)/operator(s) ceased  
17 accepting off-site waste, the owner(s)/operator(s) curtailed  
18 facility maintenance activities, and Site conditions  
19 deteriorated and became unstable.

20 12. As a result of the release or threatened release of  
21 hazardous substances, EPA has undertaken response actions at  
22 or in connection with the Site under Section 104 of CERCLA,  
23 42 U.S.C. § 9604, and will undertake response actions in the  
24 future. In August 1992, EPA commenced a removal action under  
25 CERCLA to implement certain Site stabilization actions,  
26 prevent further deterioration of Site conditions, and control  
27 the most immediate threats. The Site continues to pose an  
28 imminent and substantial endangerment within the meaning of

Consent Decree

10

Casmalia Disposal Site

CDM193791

1 Section 106 of CERCLA, 42 U.S.C. § 9606.

2 13. In performing these response actions, the United  
3 States has incurred and will continue to incur response costs  
4 at or in connection with the Site. As of August 1, 1999, the  
5 United States has incurred at least \$19.19 million in  
6 response costs at this Site.

7 14. Based on current information, EPA estimates that  
8 the total response costs incurred and to be incurred at or in  
9 connection with the Site by the United States and by private  
10 parties is at least \$271.9 million.

11 VI. PURPOSE

12 15. By entering into this Consent Decree, the mutual  
13 objectives of the Parties, as more precisely described in the  
14 terms of this Consent Decree, are:

15 a. to reach a final settlement among the Parties  
16 with respect to the Site, that allows Settling Defendant to  
17 make a cash payment to resolve its alleged civil liability  
18 under Section 107 of CERCLA, 42 U.S.C. § 9607, and for  
19 response costs incurred and to be incurred at or in  
20 connection with the Site, thereby reducing litigation  
21 relating to the Site;

22 b. to resolve the claims of Settling Defendant that  
23 could have been asserted against the United States with  
24 regard to the Site;

25 c. to simplify any remaining administrative and  
26 judicial enforcement activities concerning the Site by  
27 eliminating an additional potentially responsible party  
28 ("PRP") from further involvement at the Site;

Consent Decree

11

Casmalia Disposal Site

CDM193792

1 d. to obtain settlement with Settling Defendant for  
2 its fair share of response costs incurred and to be incurred  
3 at or in connection with the Site; and

4 e. to provide for contribution protection for  
5 Settling Defendant with regard to the Site pursuant to  
6 Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§  
7 9613(f)(2) and 9622(g)(5).

8 VII. CASH PAYMENT

9 16. Settling Defendant's payment is based, in part, on  
10 its share, by weight, of the estimated total response costs  
11 incurred or to be incurred at or in connection with the Site.  
12 According to EPA records, Settling Defendant disposed of  
13 4,743,136 pounds of waste material of the total 4.453 billion  
14 pounds of waste material contributed to the Site.

15 17. Payment by Settling Defendant

16 a. Deadline for Payment. Within fifteen (15) days  
17 of lodging of this Consent Decree, Settling Defendant shall  
18 remit \$480,633 to the Escrow Account in accordance with the  
19 instructions provided in Paragraph 17(b) (Payment  
20 Instructions).

21 b. Payment Instructions. Payment shall be made by  
22 wire transfer to:

23 Bankers Trust Co.  
24 c/o Mr. Paul Dispenza  
25 4 Albany Street, New York, NY 10006  
26 ABA/Locator#: 021-001-033  
Acct #: 01-419-647  
REF: Casmalia Resources Site Custodial Agreement  
Payor: Quintana Petroleum Corporation

27 Payment shall reference Settling Defendant's name precisely.

28 Any payments received by the Escrow Account after 5:00 p.m.

Consent Decree

12

Casmalia Disposal Site

CDM193793

1 Pacific Daylight Savings Time will be credited on the next  
2 business day. At the time of payment, Settling Defendant  
3 shall submit a copy of the completed Payment Invoice to:

4 Casmalia Case Team  
5 United States Environmental Protection Agency  
6 Region IX  
75 Hawthorne Street (SED-7-1)  
San Francisco, California 94105-3901

7 The United States will provide a Payment Invoice to Settling  
8 Defendant to complete and return to EPA.

9 c. Refunds from the Escrow Account. In the event  
10 that this Consent Decree is not entered by the Court, then  
11 EPA shall ensure that the Escrow Trustee, within thirty (30)  
12 days of receipt of notice of such event from EPA, refunds the  
13 Settling Defendant's payment. Any refunds made under this  
14 Paragraph shall include the Interest accrued on the payment,  
15 if any, minus a pro rata share of the costs of administering  
16 the Escrow Account to that date and taxes payable by the  
17 Escrow Trustee.

18 VIII. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

19 18. Interest on Late Payments

20 a. If Settling Defendant fails to remit the payment  
21 required by Paragraph 17 (Payment by Settling Defendant) when  
22 due, then Settling Defendant shall pay Interest on the unpaid  
23 balance, commencing on the date that payment is due and  
24 accruing through the date of the payment.

25 b. Interest shall be paid by a separate check in  
26 the amount of the Interest owed and shall be sent  
27 simultaneously with the payment required by Paragraph 17  
28 (Payment by Settling Defendant). Payment of Interest shall

Consent Decree

13

Casmalia Disposal Site

CDM193794

1 be made and a copy of the cashier's or certified check shall  
2 be sent as provided in Paragraph 17(b) (Payment Provisions).

3 19. Stipulated Penalties and Disqualification

4 a. In addition to the Interest required by  
5 Paragraph 18 (Interest on Late Payments), if Settling  
6 Defendant fails to remit the payment required by Paragraph 17  
7 (Payment by Settling Defendant) when due, then Settling  
8 Defendant also shall pay stipulated penalties to the United  
9 States of \$1,000 per day for each day that the payment is  
10 late.

11 b. Penalties shall begin to accrue from the day  
12 when payment by Settling Defendant is due pursuant to  
13 Paragraph 17 (Payment by Settling Defendant) and shall  
14 continue to accrue until all payments required by this  
15 Consent Decree have been paid in full (e.g., when all  
16 payments, Interest, and stipulated penalties are paid in  
17 full). Penalties shall accrue regardless of whether the  
18 United States or the Escrow Trustee has notified Settling  
19 Defendant of a violation.

20 c. Stipulated penalties due to the United States  
21 shall be paid contemporaneously with the payment of the  
22 amount required by Paragraph 17 (Payment by Settling  
23 Defendant) and the Interest thereon required by Paragraph 18  
24 (Interest on Late Payments). However, stipulated penalties  
25 shall be paid by a separate certified or cashier's check made  
26 payable to "EPA Hazardous Substances Superfund," and shall be  
27 mailed to:

28 United States Environmental Protection Agency

Consent Decree

14

Casmalia Disposal Site

CDM193795

1           Region IX  
2           Attn: Superfund Accounting  
3           P.O. Box 360863M  
4           Pittsburgh, PA 15251

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

9           e. Nothing herein shall prevent the simultaneous  
10 accrual of separate penalties for separate violations of this  
11 Consent Decree.

12           f. Notwithstanding any other provision of this  
13 Section, the United States may, in its sole and unreviewable  
14 discretion, waive payment of any portion of the stipulated  
15 penalties that have accrued pursuant to this Consent Decree.

16           20. If Settling Defendant fails to submit its specified  
17 payment by the date specified in Paragraph 18 (Interest on  
18 Late Payments) above, in addition to assessing stipulated  
19 penalties as provided in Paragraph 19 (Stipulated Penalties  
20 and Disqualification), the United States may determine, in  
21 its sole and unreviewable discretion, that Settling Defendant  
22 is disqualified from participating in the Settlement and from  
23 receiving any of the benefits contained in this Consent  
24 Decree. The United States shall promptly return the  
25 signature page and shall direct the Escrow Trustee promptly  
26 to return the payment (if any) submitted by Settling  
27 Defendant if the United States determines Settling Defendant  
28 is disqualified from participating in this Settlement.

21. IF the United States brings an action to enforce

Consent Decree

15

Casmalia Disposal Site

CDM193796

1 | this Consent Decree against Settling Defendant, Settling  
2 | Defendant shall reimburse the United States for all costs of  
3 | such action, including but not limited to costs of attorney  
4 | time.

22. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree, including, but not limited to, bringing an action against Settling Defendant seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for failure to make timely payment.

14 IX. COVENANT NOT TO SUE BY PLAINTIFF

23. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 24 (Reservation of Rights by United States) of this Consent Decree and in consideration of the payment that will be made by Settling Defendant, the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Paragraph 17 (Payment by Settling Defendant) and Paragraphs 18 (Interest on Late Payments) and 19 (Stipulated Penalties and Disqualification) and the entry of this Consent Decree by the Court. This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its

Consent Decree 16 Casmalia Disposal Site



1 obligations under this Consent Decree. This covenant not to  
2 sue extends only to Settling Defendant and does not extend to  
3 any other person.

4 24. Reservation of Rights by United States. The  
5 covenant not to sue set forth in Paragraph 23 (Covenant Not  
6 to Sue by United States) does not pertain to any matters  
7 other than those expressly specified therein. The United  
8 States reserves, and this Consent Decree is without prejudice  
9 to, all rights against Settling Defendant with respect to all  
10 other matters, including but not limited to:

11 a. liability for failure of Settling Defendant to  
12 meet a requirement of this Consent Decree;

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

16 c. criminal liability;

17 d. liability arising from any future disposal or  
18 treatment of a hazardous substance, pollutant or contaminant  
19 at the Site by Settling Defendant after the effective date of  
20 this Consent Decree; and

21 e. liability arising from the past, present, or  
22 future disposal, release, or threat of release of a hazardous  
23 substance, pollutant, or contaminant at or from the Site  
24 originating from a facility owned or operated by Settling  
25 Defendant that is not specified in Appendix A to this Consent  
26 Decree.

27 25. United States' Pre-certification Reservations.

28 Notwithstanding any other provision of this Consent Decree,

Consent Decree

17

Casmalia Disposal Site

CDM193798

1 the United States reserves, and this Consent Decree is  
2 without prejudice to, the right to institute proceedings in  
3 this action or in a new action, or to issue an administrative  
4 order seeking to compel Settling Defendant--

5 a. to perform further response actions relating to  
6 the Site or

7 b. to reimburse the United States for additional  
8 costs of response if, prior to Certification of Completion of  
9 the Remedial Action:

10 (1) conditions at the Site, previously unknown  
11 to EPA, are discovered, or

12 (2) information, previously unknown to EPA, is  
13 received, in whole or in part,

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

18 26. United States' Post-certification Reservations.

19 Notwithstanding any other provision of this Consent Decree,  
20 the United States reserves, and this Consent Decree is  
21 without prejudice to, the right to institute proceedings in  
22 this action or in a new action, or to issue an administrative  
23 order seeking to compel Settling Defendant--

24 a. to perform further response actions relating to  
25 the Site or

26 b. to reimburse the United States for additional  
27 costs of response if, subsequent to Certification of  
28 Completion of the Remedial Action:

Consent Decree

18

Casmalia Disposal Site

CDM193799

1 i. conditions at the Site, previously unknown  
2 to EPA, are discovered, or  
3 ii. information, previously unknown to EPA, is  
4 received, in whole or in part,  
5 and these previously unknown conditions or this information  
6 together with other relevant information indicate that the  
7 Remedial Action is not protective of human health or the  
8 environment.

9 27. For purposes of Paragraph 25 (United States' Pre-  
10 certification Reservations), the information and the  
11 conditions known to EPA shall include only that information  
12 and those conditions known to EPA as of the date the ROD is  
13 signed as set forth in the ROD for the Site and the  
14 administrative record supporting the ROD. For purposes of  
15 Paragraph 26 (United States' Post-certification  
16 Reservations), the information and the conditions known to  
17 EPA shall include only that information and those conditions  
18 known to EPA as of the date of Certification of Completion of  
19 the Remedial Action and set forth in the ROD, the  
20 administrative record supporting the ROD, the post-ROD  
21 administrative record, or in any information received by EPA  
22 pursuant to the requirements of the Casmalia Consent Decree  
23 prior to Certification of Completion of the Remedial Action.

24 **X. COVENANT NOT TO SUE BY SETTLING DEFENDANT**

25 28. Settling Defendant covenants not to sue and agrees  
26 not to assert any claims or causes of action against the  
27 United States, or its contractors or employees, with respect  
28 to the Site or this Consent Decree including, but not limited

Consent Decree

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Casmalia Disposal Site

CDM193800

1 to:

2 a. any direct or indirect claim for reimbursement  
3 from the Hazardous Substance Superfund based on Sections  
4 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§  
5 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision  
6 of law;

7 b. any claim arising out of response actions at the  
8 Site including claims based on EPA's selection of response  
9 actions, its oversight of response actions, or its approval  
10 of plans for such response actions;

11 c. any claim against the United States pursuant to  
12 Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613,  
13 relating to the Site;

14 d. any claim relating to the Equal Access to  
15 Justice Act; and

16 e. any claim asserting a "takings" or similar  
17 claim.

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

22 30. Settling Defendant covenants not to sue and agrees  
23 not to assert any claims or causes of action with regard to  
24 the Site pursuant to Sections 107 and 113 of CERCLA, 42  
25 U.S.C. §§ 9607 and 9613, against:

26 a. any PRPs (Federal or non-Federal) that EPA may  
27 in the future designate as "de micromis" consistent with  
28 EPA's Revised Guidance on CERCLA Settlements with De Micromis

Consent Decree

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Casmalia Disposal Site

CDM193801

1 Waste Contributors (June 3, 1996) and/or other applicable  
2 guidance;

3 b. any other PRP (Federal or non-Federal) for a  
4 period of thirty (30) months after the effective date of this  
5 Consent Decree, at which time Settling Defendant may assert  
6 claims or causes of action against any non-de minimis PRPs  
7 that have not settled their liabilities for the Site; or

8 c. any of the defendants in United States v. ABB  
9 Vetco Gray Inc., Civ. No. 96-6518-KMW (JGx), that are parties  
10 to the Casmalia Consent Decree entered in that action on June  
11 27, 1997.

12 **XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

13 31. Nothing in this Consent Decree shall be construed  
14 to create any rights in, or grant any cause of action to, any  
15 person not a Party to this Consent Decree. Except as  
16 otherwise provided in Paragraph 30, each of the Parties  
17 expressly reserves any and all rights (including, but not  
18 limited to, any right to contribution), defenses, claims,  
19 demands, and causes of action which each Party may have with  
20 respect to any matter, transaction, or occurrence relating in  
21 any way to the Site against any person not a Party hereto.

22 32. The Parties agree, and by entering this Consent  
23 Decree this Court finds, that Settling Defendant is entitled,  
24 as of the effective date of this Consent Decree, to  
25 protection from contribution actions or claims as provided by  
26 Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for  
27 "matters addressed" in this Consent Decree. The "matters  
28 addressed" in this Consent Decree are all response costs

Consent Decree

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Casmalia Disposal Site

CDM193802

1 incurred and to be incurred by the United States and by  
2 private parties, at or in connection with the Site; provided,  
3 however, that the "matters addressed" in this Consent Decree  
4 do not include those response costs or response actions as to  
5 which the United States has reserved its rights under this  
6 Consent Decree (except for claims for failure to comply with  
7 this Consent Decree), in the event that the United States  
8 asserts rights against Settling Defendant coming within the  
9 scope of such reservations.

10 33. Settling Defendant agrees that, with respect to any  
11 suit or claim for contribution brought by it for matters  
12 related to this Consent Decree, that is not otherwise  
13 prohibited by Paragraph 30, it will notify EPA and DOJ in  
14 writing no later than sixty (60) days prior to the initiation  
15 of such suit or claim. Settling Defendant also agrees that,  
16 with respect to any suit or claim for contribution brought  
17 against it for matters related to this Consent Decree, it  
18 will notify EPA and DOJ in writing within ten (10) days of  
19 service of the complaint or claim upon it. In addition,  
20 Settling Defendant shall notify EPA and DOJ within ten (10)  
21 days of service or receipt of any Motion for Summary  
22 Judgment, and within ten (10) days of receipt of any order  
23 from a court setting a case for trial, for matters related to  
24 this Consent Decree.

25 34. In any subsequent administrative or judicial  
26 proceeding initiated by the United States for injunctive  
27 relief, natural resource damages, recovery of response costs,  
28 or other relief relating to the Site, Settling Defendant

Consent Decree

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Casmalia Disposal Site

CDM193803

1 shall not assert, and may not maintain, any defense or claim  
2 based upon the principles of waiver, res judicata, collateral  
3 estoppel, issue preclusion, claim-splitting, or other  
4 defenses based upon any contention that the claims raised by  
5 the United States in the subsequent proceeding were or should  
6 have been brought in the instant case; provided, however,  
7 that nothing in this Paragraph affects the enforceability of  
8 the Covenant Not to Sue by Plaintiff set forth in Section IX.

9 XII. NOTICES AND SUBMISSIONS

10 35. Whenever, under the terms of this Consent Decree,  
11 notice is required to be given or a document is required to  
12 be sent by one Party to another, it shall be directed to the  
13 individuals at the addresses specified below, unless those  
14 individuals or their successors give notice of a change to  
15 the other Party in writing. Written notice as specified  
16 herein shall constitute complete satisfaction of any written  
17 notice requirement of the Consent Decree with respect to the  
18 United States, EPA, DOJ, and Settling Defendant,  
19 respectively.

20 As to the United States:

21 As to DOJ:

22 Chief, Environmental Enforcement Section  
23 Environment and Natural Resources Division  
24 U.S. Department of Justice (DJ # 90-7-1-611A)  
25 P.O. Box 7611  
26 Washington, D.C. 20044-7611

27 As to EPA:

28 Chief, Hazardous Waste Branch  
Office of Regional Counsel  
75 Hawthorne Street (RC-3)  
San Francisco, CA 94105-3901

Consent Decree

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Casmalia Disposal Site

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1 As to Settling Defendant:

2

3 [Insert name of one person who will serve as the contact for  
4 Settling Defendant]

5

6 **XIII. RETENTION OF JURISDICTION**

7

8 36. This Court shall retain jurisdiction over this  
9 matter for the purpose of interpreting and enforcing the  
10 terms of this Consent Decree.

11

12 **XIV. INTEGRATION/APPENDICES**

13

14 37. This Consent Decree and its appendices constitute  
15 the final, complete and exclusive agreement and understanding  
16 among the Parties with respect to the settlement embodied in  
17 this Consent Decree. The Parties acknowledge that there are  
18 no representations, agreements or understandings relating to  
19 the settlement other than those expressly contained in this  
20 Consent Decree. The following appendices are attached to and  
21 incorporated into this Consent Decree: "Appendix A" is the  
22 complete list of Settling Defendant's facilities; and  
23 "Appendix B" is the map of the Site.

24

25 **XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

26

27 38. This Consent Decree shall be lodged with the Court  
28 for a period of not less than thirty (30) days for public  
notice and comment. The United States reserves the right to  
withdraw or withhold its consent if the comments regarding  
the Consent Decree disclose facts or considerations which  
indicate that this Consent Decree is inappropriate, improper,  
or inadequate. Settling Defendant consents to the entry of  
this Consent Decree without further notice.

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Consent Decree

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Casmalia Disposal Site

CDM193805



1 39. If for any reason this Court should decline to  
2 approve this Consent Decree in the form presented, this  
3 agreement is voidable at the sole discretion of any Party and  
4 the terms of the agreement may not be used as evidence in any  
5 litigation between the Parties.

6 XVI. EFFECTIVE DATE

7 40. The effective date of this Consent Decree shall be  
8 the date upon which it is entered by the Court.

9 XVII. SIGNATORIES/SERVICE

10 41. Each undersigned representative of Settling  
11 Defendant to this Consent Decree and the Assistant Attorney  
12 General for the Environment and Natural Resources Division of  
13 DOJ certifies that she is authorized to enter into the terms  
14 and conditions of this Consent Decree and to execute and bind  
15 legally such Party to this document.

16 42. Settling Defendant hereby agrees not to oppose  
17 entry of this Consent Decree by this Court or to challenge  
18 any provision of this Consent Decree, unless the United  
19 States has notified Settling Defendant in writing that it no  
20 longer supports entry of the Consent Decree.

21 43. Settling Defendant shall identify, on the attached  
22 signature page, the name and address of an agent who is  
23 authorized to accept service of process by mail on behalf of  
24 that Party with respect to all matters arising under or  
25 relating to this Consent Decree. Settling Defendant hereby  
26 agrees to accept service in that manner and to waive the  
27 formal service requirements set forth in Rule 4 of the  
28 Federal Rules of Civil Procedure and any applicable local

Consent Decree

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Casmalia Disposal Site

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1 rules of this Court, including but not limited to, service of a  
2 summons.  
3  
4  
5

6 SO ORDERED THIS 21st DAY OF July, 2003.  
7  
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9

10 Christina A. Snyder  
11 HONORABLE CHRISTINA A. SNYDER  
12 UNITED STATES DISTRICT COURT  
13 JUDGE  
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Consent Decree

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Casmalia Disposal Site

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12/19/02, 11:47 FAX 415 744 6476

DEPT. OF JUSTICE

+ DOJ/DC

028/030

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of  
2 United States v. Quintana Petroleum Corporation, relating to the Casmali  
3 Disposal Site.

FOR THE UNITED STATES OF AMERICA

Date: 1.10.03

Tom Sansonetti  
Thomas L. Sansonetti  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

BR  
Bradley R. O'Brien  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
301 Howard Street, Suite 870  
San Francisco, CA 94105

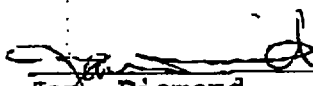
Consent Decree


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Casmalia Disposal Site

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Jane Diamond,  
Acting Director, Superfund Division,  
Region IX  
United States Environmental  
Protection Agency  
75 Hawthorne Street  
San Francisco, CA 94105-3901

  
Thomas A. Bloomfield  
Assistant Regional Counsel  
U.S. Environmental Protection  
Agency  
75 Hawthorne Street  
San Francisco, CA 94105-3901

Consent Decree

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Casmalia Disposal Site

CDM193809

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States v. Quintana Petroleum Corporation,  
3 relating to the Casmalia Disposal Site.

4 FOR DEFENDANT Quintana Petroleum  
5 Corporation

6 Date: August 21, 2000

*J. Michael Trotter*  
J. Michael Trotter

[Names and address of Defendant's  
signatories]

Quintana Petroleum Corporation  
P. O. Box 3331

Houston, Texas 77253

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

9 Name: Sharon M. Mattox

10 Title: Attorney at Law

11 Address: Vinson & Elkins

2300 First City Tower

12 1001 Fannin Street

Houston, Texas 77002-6760

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Consent Decree

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Casmalia Disposal Site

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**Appendix A**  
**Summary of Settlement Amounts**  
**Settling Defendant**

Settling Party	Facility Data				Qty. (lbs.)	Payment
	Name	Address	City	St		
Quintana Petroleum Corporation	Quintana Petroleum Corporation	1231 Sunc Rd., Ste 1B, P.O. Box 10658	Bakersfield	CA	3,533,998	\$358,108
	Quintana Petroleum Corporation	?	?		128,320	\$13,003
	Quintana Petroleum Corporation	Hrestar I	?		51,400	\$5,208
	Quintana Petroleum Corporation	Highway 126, Newhall	San Martinz Canyon	CA	49,740	\$5,040
	Quintana Petroleum Corporation	Newhall #2	Newhall	CA	77,320	\$7,825
	Quintana Petroleum Corporation	P.O. Box 3331	Houston	TX	195,748	\$19,836
	Quintana Petroleum Corporation	Perkins Ranch #1	New Cityama		672,390	\$68,155
	Quintana Petroleum Corporation	Trifield #1	?		34,120	\$3,458
<b>Total:</b>					<b>4,743,136</b>	<b>\$480,633</b>

Casmalia Disposal Site

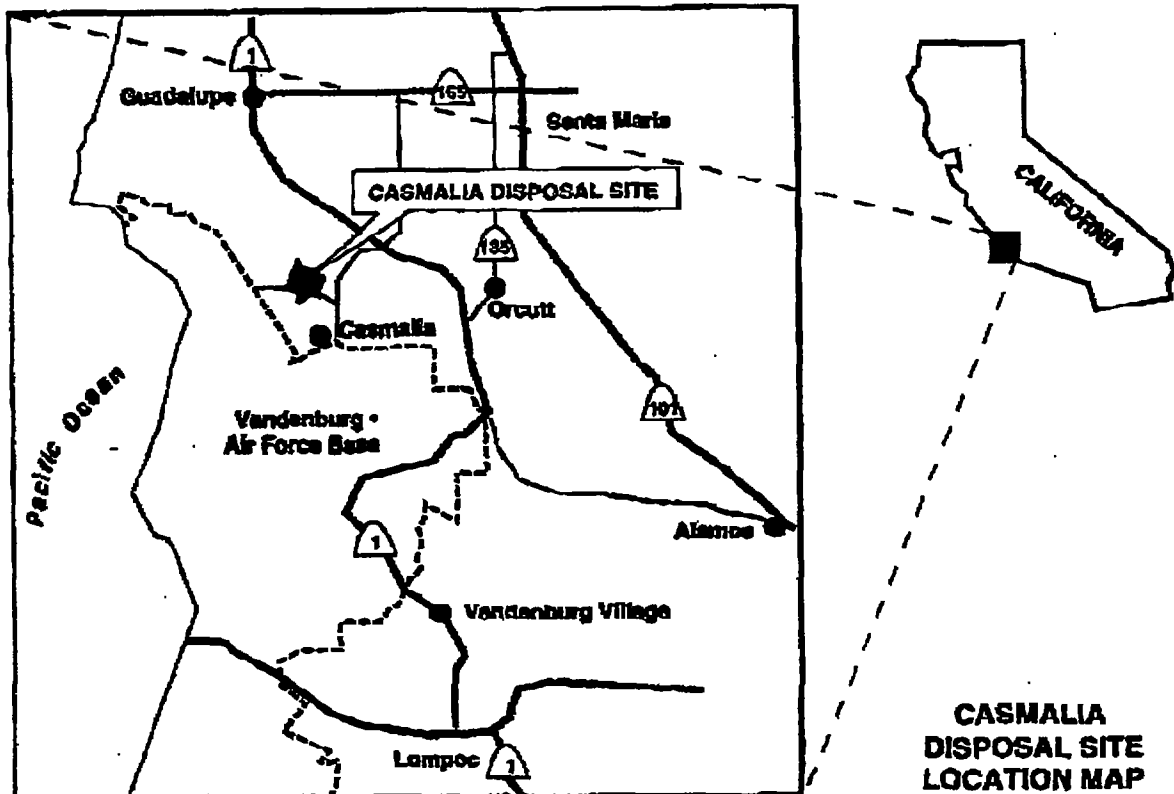
Appendix A

Consent Decree

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Appendix B  
Site Location Map



Casmalia Disposal Site

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Consent Decree

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