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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

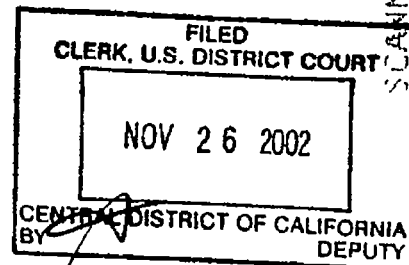
The STATE OF CALIFORNIA,

Defendant.

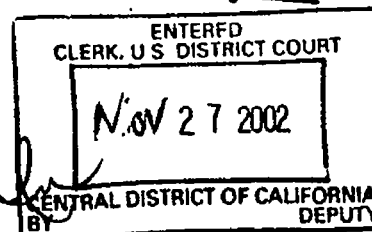
01-11161

Civil Action No.
Consent Decree

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



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JS-5/JS-6 ✓
JS-2/JS-3 ✓
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1 the disposal of in excess of 220 million pounds of waste out
2 of in excess of 5.5 billion pounds of waste disposed at the
3 Site.

4 D. The United States previously entered into a consent
5 decree relating to the Casmalia Resources Hazardous Waste
6 Disposal Site with the Casmalia Resources Site Steering
7 Committee. The consent decree was entered by the United
8 States District Court for the Central District of California
9 on June 27, 1997 in United States v. ABB Vetco Gray, Inc. et
10 al., Civ. No. 96-6518 KMW (JGx). This Consent Decree entered
11 into by the United States and the State of California is not
12 intended to amend or supercede the consent decree entered into
13 by the United States and the Casmalia Resources Site Steering
14 Committee.

15 E. The United States and the State of California agree,
16 and this Court by entering this Consent Decree finds, that
17 this Consent Decree has been negotiated by the parties in good
18 faith, that settlement of this matter will avoid prolonged and
19 complicated litigation between the parties, and that this
20 Consent Decree is fair, reasonable, and in the public
21 interest.

22 THEREFORE, with the consent of the Parties to this
23 Decree, it is ORDERED, ADJUDGED, AND DECREED:

24 25 II. JURISDICTION

26 1. This Court has jurisdiction over the subject matter
27 of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and
28 42 U.S.C. §§ 9607 and 9613(b), and also has personal

1 jurisdiction over Settling Defendant. Settling Defendant
2 consents to and shall not challenge entry of this Consent
3 Decree or this Court's jurisdiction to enter and enforce this
4 Consent Decree. The Settling Defendant's consent to the entry
5 of this Consent Decree with the United States does not
6 constitute a waiver of its immunity from actions or
7 proceedings by any other person related to or arising out of
8 the Casmalia Resources Hazardous Waste Disposal Site as
9 embodied in the Eleventh Amendment of the United States
10 Constitution and related principles of sovereign immunity.

11 **III. PARTIES BOUND**

12 2. This Consent Decree is binding upon the United States
13 and Settling Defendant, and upon their successors and assigns.

14 **IV. DEFINITIONS**

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

22 a. "CSC Consent Decree" shall mean the consent
23 decree entered into by the United States and the CSC and
24 entered by the United States District Court for the Central
25 District of California on June 27, 1997 in United States of
26 America v. ABB Vetco Gray, Inc. et al., Civ. No. 96-6518-KMW
27 (JGx).

28 b. "CERCLA" shall mean the Comprehensive

1 Environmental Response, Compensation, and Liability Act of
2 1980, as amended, 42 U.S.C. § 9601, et seq.

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

7 d. "CSC" shall mean the "Settling Defendants" as
8 defined in the CSC Consent Decree, and generally known as the
9 Casmalia Resources Site Steering Committee.

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

15 f. "DOJ" shall mean the United States Department of
16 Justice and any successor departments, agencies or
17 instrumentalities of the United States.

18 g. "DTSC" shall mean the California Department of
19 Toxic Substances Control and any successor departments,
20 agencies or instrumentalities of the State of California.

21 h. "EPA" shall mean the United States Environmental
22 Protection Agency and any successor departments, agencies or
23 instrumentalities of the United States.

24 i. "Escrow Account" shall mean the escrow account
25 for the Site, which was established pursuant to the CSC
26 Consent Decree.

27 j. "Escrow Trustee" shall mean the trustee of the
28 Escrow Account.

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

4 l. "Facility" shall mean the former permitted
5 Casmalia Resources Hazardous Waste Disposal facility,
6 encompassing approximately 252 acres, located approximately
7 ten (10) miles southwest of Santa Maria and one and a half
8 miles north of Casmalia in Santa Barbara County, California.

9 m. "Interest" shall mean interest at the current
10 rate specified for interest on investments of the Hazardous
11 Substance Superfund established by 26 U.S.C. § 9507,
12 compounded annually on October 1 of each year, in accordance
13 with 42 U.S.C. § 9607(a).

14 n. "Paragraph" shall mean a portion of this Consent
15 Decree identified by an arabic numeral or an upper or lower
16 case letter.

17 o. "Parties" shall mean the United States and
18 Settling Defendant.

19 p. "Plaintiff" shall mean the United States.

20 q. "Record of Decision" or "ROD" shall mean the EPA
21 Record of Decision relating to the Site to be signed in the
22 future by the Director, Superfund Division, EPA Region IX, or
23 his/her delegatee, and all attachments thereto.

24 r. "Response Costs" shall mean all costs relating
25 to Response Actions taken and to be taken relating to the
26 Site.

27 s. "Response Action" shall mean those activities
28 relating to the Site as defined in Section 101(25) of CERCLA.

1 t. "RCRA" shall mean the Solid Waste Disposal Act
2 (also known as the Resource Conservation and Recovery Act),
3 42 U.S.C. § 6901 et seq.

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

6 v. "Settling Defendant" shall mean the State of
7 California and all of its entities, departments, boards,
8 offices, commissions, agencies, and instrumentalities,
9 including those entities identified in Appendix A (de minimis
10 Settling Defendant entities) and Appendix B (non-de minimis
11 Settling Defendant entities).

12 w. "Site" shall mean the Facility together with the
13 areal extent of contamination that is presently located in the
14 vicinity of the Facility and all suitable areas in very close
15 proximity to the contamination necessary for the
16 implementation of the response action and any areas to which
17 such contamination migrates.

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

21 V. SITE BACKGROUND

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

26 5. The Facility is the former Casmalia Resources
27 Hazardous Waste Management facility, an inactive commercial
28 hazardous waste treatment, storage, and disposal facility,

1 which accepted large volumes of hazardous substances from 1973
2 to 1989. Located on a 252-acre parcel in Santa Barbara
3 County, California, the Facility consisted of six landfills,
4 numerous surface impoundments, disposal trenches, injection
5 wells, waste spreading areas and tank treatment systems.

6 6. The Facility is located near the southern end of the
7 Casmalia Hills in the Santa Maria Basin of coastal California.
8 The Facility is situated within the Shuman Canyon drainage
9 sub-basin on a southern facing slope traversed by three small
10 canyons. Casmalia Creek, about 500 feet west, is the surface
11 water body nearest to the Facility. This creek flows to the
12 southwest to join Shuman Creek about one mile southwest of the
13 town of Casmalia. Shuman Creek continues southward and
14 westward, discharging eventually into the Pacific Ocean.

15 7. Hazardous substances within the definition of Section
16 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been, or are
17 threatening to be, released into the environment at and from
18 the Facility and the Site. These hazardous substances include
19 a wide variety of organic and inorganic compounds.

20 8. During the Facility's sixteen (16) years of
21 operation, the owner(s)/operator(s) accepted in excess of 5.5
22 billion documented pounds of liquid and solid wastes for
23 disposal and treatment at the Facility.

24 9. From 1980 to 1989, the Facility had interim status
25 pursuant to RCRA. Because of continuing deficiencies in the
26 operations, no final RCRA permit was granted. The Facility
27 has not been closed in accordance with the requirements of
28 RCRA.

10. In late 1989, the owner(s)/operator(s) ceased accepting off-site waste shipments to the Facility and, in the early 1990s, the owner(s)/operator(s) stopped all active efforts to properly close and remediate the Facility and the Site.

11. After the Facility's owner(s)/operator(s) stopped all active efforts to properly close and remediate the Facility and the Site, conditions at the Facility and the Site deteriorated and became unstable.

12. As a result of the release or threatened release of hazardous substances, EPA has undertaken Response Actions pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake Response Actions in the future. In August 1992, 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 to the public and the environment.

13. In performing these Response Actions, the United States has incurred and will continue to incur Response Costs. As of October 31, 1999, the United States had incurred in excess of \$22 million in Response Costs at this Site.

14. Based on current information, EPA estimates that the total Response Costs incurred and to be incurred by the United States and by private parties is at least \$271.9 million.

VI. PURPOSE

15. By entering into this Consent Decree, the mutual objectives of the Parties, as more precisely described in the

1 terms of this Consent Decree, are:

2 a. to reach a final settlement that allows Settling
3 Defendant to resolve its potential liability at the Site,
4 subject to the reservations and reopeners described in this
5 Consent Decree, by resolving the alleged civil liability of
6 the Settling Defendant for claims in the Complaint, including:

7 1) the alleged civil liability of all de minimis Settling
8 Defendant entities, including those entities identified in
9 Attachment A (de minimis Settling Defendant entities),
10 pursuant to Option "A" of the U.S. EPA's October 7, 1999, de
11 minimis settlement offer and Administrative Order on Consent
12 relating to Response Actions and Response Costs; and 2) the
13 alleged civil liability of the California Department of
14 Transportation ("CalTrans") and the Santa Ana Regional Water
15 Quality Control Board ("SARWQCB") for Response Actions and
16 Response Costs, pursuant to Sections 106 and 107 of CERCLA,
17 42 U.S.C. §§ 9607 and 9607, Section 7003 of RCRA,
18 42 U.S.C. § 6973, or any other related federal or state laws;

19 b. to resolve the claims of Settling Defendant that
20 could have been asserted against the United States for
21 Response Costs and Response Actions, pursuant to Sections 106
22 and 107 of CERCLA, 42 U.S.C. §§ 9607 and 9607, Section 7003 of
23 RCRA, 42 U.S.C. § 6973; or any other related federal or state
24 laws; and

25 c. to provide for contribution protection for
26 Settling Defendant with regard to the Site pursuant to
27 Sections 113(f)(2) and 122(g)(5) of CERCLA,
28 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

VII. PAYMENT

16. Payment by Settling Defendant

a. Deadline for Payment. Within thirty (30) days after the lodging of the Consent Decree, Settling Defendant shall remit \$14,958,120 into a Court Registry Account ("Court Registry Account") provided for by the United States District Court for the Central District of California. The payment shall be made by state warrant or certified or bank check payable to "Clerk, United States District Court." The payment shall include on its face a statement that it is a payment for this civil action that includes a reference to the Civil Action number and shall be sent to:

Office of the Clerk
United States District Court for the
Central District of California
312 North Spring Street
Los Angeles, California 90012-4793

This payment is in addition to the \$41,880 already paid to the Escrow Account by Settling Defendant. Any payments received by the Court Registry Account after 5:00 p.m. will be credited on the next business day. At the time of payment to the Court Registry Account, Settling Defendant shall submit written notice that payment has been made, which references this Site, the Consent Decree and the payment amount to:

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

b. The Registry of Court shall administer the Court Registry Account as provided in an Order Directing the

1 Deposit of Settlement Amounts in the Registry of Court
2 ("Deposit Order") issued by this Court pursuant to Rule 67 of
3 the Federal Rules of Civil Procedure, 28 U.S.C. Section 2041,
4 and Local Rule 22 of the Local Rules for the Central District
5 of California. The Deposit Order shall be lodged concurrently
6 with the lodging of this Consent Decree and shall be entered
7 by the Court prior to entry of the Consent Decree. All funds
8 and all interest accrued thereon in the Court Registry Account
9 shall be held in the name of the "Clerk, United States
10 District Court" for the benefit of the United States as set
11 forth in this Consent Decree.

12 c. Transfer of Funds to Escrow Account. After
13 entry of the Consent Decree, upon the application of the
14 Settling Defendant and the United States and without
15 additional hearing, the amount held in the Court Registry
16 Account, including the \$14,958,120 deposited in the account
17 together with any interest accrued thereon minus any
18 associated fees or expenses, shall be transferred to the
19 Escrow Account by wire transfer or other means to:

20 Bankers Trust Co.
21 c/o Mr. Thomas Hacker
22 4 Albany Street
New York, New York 10006

23 The Clerk of the Court will include the following information
24 with the transfer of such funds:

25 ABA/Locator#: 021-001-033
26 Acct #: 01-419-647
27 REF: Casmalia Resources Site Custodial
Agreement
Payor: The State of California, Department of
Toxic Substances Control

28 The Clerk of the Court shall notify the United States when

1 these proceeds have been transferred from the Court Registry
2 Account to the Escrow Account.

3 d. Alternate Account. Although this Consent Decree
4 is not intended to amend or supercede the CSC Consent Decree,
5 in the event the CSC Consent Decree is declared invalid or
6 otherwise determined not to be binding upon the United States
7 by the Court prior to the transfer of funds from the Court
8 Registry Account in Paragraph (c), above, the Clerk of the
9 Court will transfer the funds in the Court Registry Account to
10 an alternate account that will be specified in the future by
11 the United States which shall be used to fund Response Costs
12 or Response Actions at the Site.

13 e. Refunds from the Court Registry Account. In the
14 event that the Consent Decree is not entered by the Court, the
15 amount held in the Court Registry Account shall be returned to
16 Settling Defendant upon application by and pursuant to
17 directions of the Settling Defendant without hearing. Any
18 refunds made under this Paragraph shall include the interest
19 accrued on the payment, if any, minus any administrative costs
20 or other expenses, if any, associated with the Court Registry
21 Account.

22 f. Appropriation of Payment Amount: Payment of the
23 amount specified in Paragraph 16(a) is contingent upon an
24 appropriation of such amount by the California Legislature and
25 the signing into law of such appropriation by the Governor of
26 the State of California pursuant to the California Budget Act
27 for Fiscal Year 2001-2002.

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1 VIII. FAILURE TO COMPLY WITH REQUIREMENTS OF
2 CONSENT DECREE

3 17. Interest on Late Payments

4 a. In the event that the fiscal year 2001-2002
5 California Budget Act provides funds for this agreement, but
6 Settling Defendant fails to make the payment into the Court
7 Registry Account the amount specified above, Settling
8 Defendant shall be liable to the United States for interest on
9 the unpaid amount accruing at 1.5 times the Superfund Interest
10 Rate beginning on the date that payment is due and that
11 accrues through the date of the payment.

12 b. Any interest due by operation of Paragraph 17(a)
13 shall be paid by a separate check and shall be sent
14 simultaneously with the payment amount required by Paragraph
15 16 (Payment by Settling Defendant). Payment of this interest
16 shall be made to the Court Registry Account and a copy of the
17 cashier's or certified check shall be sent to the Casmalia
18 Case Team as provided in Paragraph 16(a).

19 IX. COVENANT NOT TO SUE BY THE UNITED STATES

20 18. United States' Covenant Not to Sue as to the
21 Settling Defendant Entities Other Than CalTrans and SARWOCB.
22 Except as specifically provided in Paragraphs 19, 20 and 21
23 and other provisions of this Consent Decree, and in
24 consideration of the payment that will be made by Settling
25 Defendant and DTSC's waiver of certain past costs, the United
26 States covenants not to sue or to take administrative action
27 against Settling Defendant entities, including those entities
28

1 listed in Appendix A (De Minimis Settling Defendant entities)
2 excluding CalTrans and SARWQCB, for Response Actions and
3 Response Costs and for damages to, destruction of, or loss of
4 natural resources, and for the costs of natural resource
5 assessments, pursuant to Sections 106, 107, or 113 of CERCLA,
6 42 U.S.C. §§ 9606, 9607, or 9613, and Section 7003 of RCRA,
7 42 U.S.C. § 6973, or any other related federal or state laws.
8 The United States also covenants not to sue or to take
9 administrative action against Settling Defendant entities,
10 excluding CalTrans and SARWQCB, for any claim asserting a
11 "takings" or similar claim. With respect to present and
12 future liability, this covenant not to sue shall take effect
13 upon the payments required by Paragraph 16 (Payment by
14 Settling Defendant) and Paragraph 17 (Interest on Late
15 Payments), if any, and the entry of this Consent Decree by the
16 Court. With respect to each individual de minimis Settling
17 Defendant entity, this covenant is conditioned upon the
18 satisfactory performance by that individual de minimis
19 Settling Defendant entity of all obligations under this
20 Consent Decree.

21 19. United States' Covenant Not to Sue as to CalTrans
22 and SARWQCB. Except as specifically provided in Paragraphs
23 20, 22, and 23 and other provisions of this Consent Decree and
24 in consideration of the payment that will be made by Settling
25 Defendant and DTSC's waiver of certain past costs, the United
26 States covenants not to sue or to take administrative action
27 against CalTrans and the SARWQCB pursuant to Sections 106,
28 107, or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, or 9613, and

1 Section 7003 of RCRA, 42 U.S.C. § 6973, or any other related
2 federal or state laws, for Response Costs and Response
3 Actions. The United States also covenants not to sue or to
4 take administrative action against CalTrans and SARWQCB for
5 any claim asserting a "takings" or similar claim. This
6 covenant not to sue shall take effect upon the payments
7 required by Paragraph 16 (Payment by Settling Defendant) and
8 Paragraph 17 (Interest on Late Payments), if any, and the
9 entry of this Consent Decree by the Court. The covenant not
10 to sue CalTrans is conditioned upon the satisfactory
11 performance by CalTrans of its obligations under this Consent
12 Decree. The covenant not to sue SARWQCB is conditioned upon
13 the satisfactory performance by SARWQCB of its obligations
14 under this Consent Decree.

15 20. United States' Reservation of Rights as to Settling
16 Defendant: The covenants not to sue set forth in Paragraphs
17 18 and 19 do not pertain to any matters other than those
18 expressly specified therein. The United States reserves, and
19 this Consent Decree is without prejudice to, all rights
20 against Settling Defendant with respect to all other matters,
21 including but not limited to:

- 22 a. liability for failure of Settling Defendant to
23 meet a requirement of this Consent Decree;
24 b. criminal liability;
25 c. liability arising from any future arrangement
26 for disposal or treatment of a hazardous substance, pollutant
27 or contaminant at the Site by Settling Defendant;
28 d. liability arising from the past, present, or

1 future disposal, release, or threat of release of a hazardous
2 substance, pollutant, or contaminant outside the Site; and
3 e. solely as to CalTrans and SARWQCB, liability for
4 damages to, destruction of, or loss of natural resources, and
5 for the costs of natural resource assessments.

6 Except as otherwise stated in this Consent Decree, Settling
7 Defendant reserves, and this Consent Decree is without
8 prejudice to, all of the defenses of Settling Defendant with
9 respect to all other matters.

10 21. United States' Reservations Concerning De Minimis
11 Settling Defendant Entities:

12 Notwithstanding any other provision of this Consent
13 Decree, the United States reserves, and this Consent Decree is
14 without prejudice to, the right to institute judicial or
15 administrative proceedings against any de minimis Settling
16 Defendant entity seeking to compel that de minimis Settling
17 Defendant entity to perform Response Actions relating to the
18 Site, and/or to reimburse the United States for additional
19 Response Costs if information not currently known to the
20 U.S. EPA is discovered that indicates any such de minimis
21 Settling Defendant entity no longer qualifies as a de minimis
22 party because that entity arranged for disposal or treatment
23 of more than 8.5 million pounds of material containing
24 hazardous substances to the Site or such de minimis Settling
25 Defendant arranged for disposal or treatment of hazardous
26 substances that are significantly more toxic or are of
27 significantly greater hazardous effect than other hazardous
28 substances at the Site. Except as otherwise stated in this

1 Consent Decree and notwithstanding Paragraph 25, each de
2 minimis Settling Defendant entity reserves, and this Consent
3 Decree is without prejudice to, each of their rights to defend
4 against or make claims relating to any claim brought by the
5 United States pursuant to this Paragraph, in any further
6 judicial or administrative action.

7 22. United States' Pre-certification Reservations
8 Concerning CalTrans and SARWQCB. As to CalTrans and SARWQCB,
9 and notwithstanding any other provision of this Consent
10 Decree, the United States reserves, and this Consent Decree is
11 without prejudice to, the right to institute proceedings in
12 this action or in a new action, or to issue an administrative
13 order seeking to compel CalTrans and SARWQCB:

14 a. to perform further Response Actions relating to
15 the Site, or

16 b. to reimburse the United States for additional
17 costs of response,

18 if (as to a. and b. above) prior to Certification of
19 Completion of the Remedial Action:

20 i. conditions at the Site, previously unknown
21 to EPA, are discovered, or

22 ii. information, previously unknown to EPA, is
23 received, in whole or in part,

24 and these previously unknown conditions or information
25 together with any other relevant information indicates that
26 the Remedial Action is not protective of human health or the
27 environment. Except as otherwise stated in this Consent
28 Decree and notwithstanding Paragraph 25, CalTrans and SARWQCB

1 reserve, and this Consent Decree is without prejudice to, each
2 of their rights to defend against or make claims relating to
3 any claim brought by the United States pursuant to this
4 Paragraph, in any further judicial or administrative action.

5 23. United States' Post-certification Reservations
6 Concerning CalTrans and SARWQCB. As to CalTrans and SARWQCB,
7 and notwithstanding any other provision of this Consent
8 Decree, the United States reserves, and this Consent Decree is
9 without prejudice to, the right to institute proceedings in
10 this action or in a new action, or to issue an administrative
11 order seeking to compel CalTrans and SARWQCB:

12 a. to perform further Response Actions relating to
13 the Site or

14 b. to reimburse the United States for additional
15 costs of response if, subsequent to Certification of
16 Completion of the Remedial Action:

17 i. conditions at the Site, previously unknown
18 to EPA, are discovered, or

19 ii. information, previously unknown to EPA, is
20 received, in whole or in part,

21 and these previously unknown conditions or this information
22 together with other relevant information indicate that the
23 Remedial Action is not protective of human health or the
24 environment. Except as otherwise stated in this Consent
25 Decree and notwithstanding Paragraph 25, CalTrans and SARWQCB
26 reserve, and this Consent Decree is without prejudice to, each
27 of their rights to defend against or make claims relating to
28 any claim brought by the United States pursuant to this

1 paragraph, in any further judicial or administrative action.

2 24. For purposes of Paragraph 22 (United States' Pre-
3 Certification Reservations), the information and the
4 conditions known to EPA shall include only that information
5 and those conditions known to EPA as of the date the ROD is
6 signed as set forth in the ROD for the Site and the
7 administrative record supporting the ROD. At this time there
8 is no ROD for the Site. For purposes of Paragraph 23 (United
9 States' Post-Certification Reservations), the information and
10 the conditions known to EPA shall include only that
11 information and those conditions known to EPA as of the date
12 of Certification of Completion of the Remedial Action and set
13 forth in the ROD, the administrative record supporting the
14 ROD, the post-ROD administrative record, or in any information
15 received by EPA pursuant to the requirements of the CSC
16 Consent Decree or subsequent consent decree prior to
17 Certification of Completion of the Remedial Action.

18 X. COVENANT NOT TO SUE BY SETTLING DEFENDANT

19 25. Settling Defendant covenants not to sue and agrees
20 not to assert any claims or causes of action against the
21 United States, or its contractors or employees, with respect
22 to the Site or this Consent Decree including, but not limited
23 to:

24 a. any direct or indirect claim for reimbursement
25 from the EPA Hazardous Substance Superfund based on Sections
26 106(b)(2), 107, or 112 of CERCLA, 42 U.S.C. §§ 9606(b)(2),
27 9607, or 9612, any related state law, or any other provision
28 of law;

1 b. any claim by the Settling Defendant as a
2 potentially responsible party arising out of Response Actions
3 at the Site, including claims based on EPA's selection of
4 Response Actions, its oversight of Response Actions, or its
5 approval of plans for such Response Actions; the EPA is
6 currently the lead agency and the California Department of
7 Toxic Substances Control is currently the support agency as
8 those terms are defined in the National Contingency Plan, 40
9 C.F.R. part 300.5. Notwithstanding this Paragraph 25(b), the
10 State of California and its regulatory agencies reserve their
11 regulatory rights with respect to the EPA selection of
12 Response Actions, the EPA oversight of Response Actions, or
13 the approval of plans for such Response Actions, including,
14 but not limited to, the regulatory rights set forth in CERCLA
15 sections 104(c)(2), (3) and 121 and related provisions.

16
17 c. any claim against the United States pursuant to
18 Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613,
19 and Section 7003 of RCRA, 42 U.S.C. § 6973, or any other
20 related federal or state laws, except as provided in Paragraph
21 30;

22 d. any claim relating to the Equal Access to
23 Justice Act, 28 U.S.C. § 2412, as amended; and

24 e. any claim asserting a "takings" or similar
25 claim.

26 For the purpose of this Paragraph, "contractors" do not
27 include any person or entity who would otherwise be liable
28 under Section 106 or 107 of CERCLA for Response Costs incurred

1 at the Site.

2 26. Nothing in this Consent Decree shall be deemed to
3 constitute approval or preauthorization of a claim within the
4 meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or
5 40 C.F.R. 300.700(d).

6 27. Settling Defendant covenants not to sue and agrees
7 not to assert any claims or causes of action seeking
8 reimbursement or contribution for its \$14,958,120 payment made
9 pursuant to this Consent Decree against any persons that EPA
10 may in the future designate as "de micromis" consistent with
11 EPA's Revised Guidance on CERCLA Settlements with De Micromis
12 Waste Contributors (June 3, 1996) and/or other applicable
13 guidance.

14 28. Except as provided in this paragraph, Settling
15 Defendant covenants not to sue or assert against any person
16 any claims or causes of action seeking reimbursement or
17 contribution for \$1.4 million in Response Costs incurred by
18 DTSC prior to September 30, 1999 for which Settling Defendant
19 has received credit in this Consent Decree. This covenant
20 does not apply to any other Response Costs which have been
21 incurred by the California Department of Toxic Substances
22 Control or Settling Defendant prior to September 13, 1999.
23 Furthermore, this Consent Decree does not affect the rights of
24 the California Department of Toxic Substances Control or
25 Settling Defendant to recover Response Costs incurred after
26 September 31, 1999, which are costs separate from the
27 settlement payment made pursuant to Paragraph 16. In the
28 event this Consent Decree is not entered by the Court, then

1 Settling Defendant shall not be deemed to have waived its
2 right to seek reimbursement for \$1.4 million in response costs
3 incurred by DTSC prior to September 30, 1999.

4 Unless all or a portion of the CSC, and the United States
5 enter into a future consent decree ("Future Consent Decree")
6 subsequent to the CSC Consent Decree that requires all or a
7 portion of the CSC to perform all work related to the Site,
8 the waiver provided by this Paragraph 28 does not include the
9 CSC or any member thereof (including persons or entities that
10 became or become affiliated or related to the CSC or any
11 member after the effective date of the CSC Consent Decree)
12 listed on Appendix C of the CSC Consent Decree.

13 In the event only a portion of the CSC, and the United
14 States enter into a Future Consent Decree, only those CSC
15 members (including persons or entities that became or become
16 affiliated or related to such CSC members after the effective
17 date of the CSC Consent Decree and that are included in the
18 Future Consent Decree) that enter into the Future Consent
19 Decree shall receive Settling Defendant's covenant not to sue
20 or assert against any person any claims or causes of action
21 seeking reimbursement or contribution for \$1.4 million in
22 Response Costs incurred by DTSC referenced in Paragraph 28.

23 29. Settling Defendant covenants not to sue or assert
24 against any person that has entered or in the future enters
25 into a full settlement agreement with EPA relating to the
26 Site, any claims or causes of action seeking reimbursement or
27 contribution for its \$14,958,120 payment made pursuant to this
28 Consent Decree.

1 Unless all or a portion of the CSC and the United States
2 enter into a Future Consent Decree subsequent to the CSC
3 Consent Decree that requires the all or a portion of the CSC
4 to perform all work related to the Site, the waiver provided
5 by this paragraph does not include the CSC or any member
6 thereof (including persons or entities that became or become
7 affiliated or related to the CSC or any member after the
8 effective date of the CSC Consent Decree) listed on Appendix C
9 of the CSC Consent Decree.

10 In the event only a portion of the CSC, and the United
11 States enter into a Future Consent Decree, only those CSC
12 members (including persons or entities that became or become
13 affiliated or related to such CSC members after the effective
14 date of the CSC Consent Decree and that are included in the
15 Future Consent Decree) that enter into the Future Consent
16 Decree shall receive Settling Defendant's covenant not to sue
17 or assert against any person any claims or causes of action
18 seeking reimbursement or contribution for the \$14,958,120
19 payment made by Settling Defendant pursuant to this Consent
20 Decree.

21 30. Notwithstanding Paragraphs 25, 27, 28 and 29 of this
22 Consent Decree, Settling Defendant reserves, and this Consent
23 Decree is without prejudice to, any right that Settling
24 Defendant may have relating to any claims arising from damages
25 to, destruction of, or loss of natural resources, and for the
26 costs of natural resource assessments or related costs
27 incurred by natural resource trustees of the State of
28 California for the Site. Such costs are not Response Costs

1 for the purposes of this Consent Decree. Nothing in this
2 Consent Decree shall affect or is intended to affect the
3 rights and obligations of any Settling Defendant entity who
4 entered into a prior Administrative Order on Consent with EPA
5 relating to the Site.

6 31. Settling Defendant reserves, and this Consent Decree
7 is without prejudice to, claims against the United States,
8 subject to the provisions of Chapter 171 of Title 28 of the
9 United States Code, for money damages for injury or loss of
10 property or personal injury or death caused by the negligent
11 or wrongful act or omission of any employee of
12 the United States while acting within the scope of his office
13 or employment under circumstances where the United States, if
14 a private person, would be liable to the claimant in
15 accordance with the law of the place where the act or omission
16 occurred. However, any such claim shall not include a claim
17 for any damages caused, in whole or in part, by the act or
18 omission of any person, including any contractor, who is
19 not a federal employee as that term is defined in
20 28 U.S.C. § 2671; nor shall any such claim include a claim
21 based on EPA's selection of response actions, or the oversight
22 or approval of the Settling Defendant's plans or activities.
23 The foregoing applies only to claims which are brought
24 pursuant to any statute other than CERCLA and for which the
25 waiver of sovereign immunity is found in a statute other than
26 CERCLA.

27 32. Regulatory responsibilities between EPA and the
28 state regulatory agencies are not resolved or addressed by

1 this settlement. Except as otherwise stated in Section IX and
2 Section X of this Consent Decree, the Consent Decree does not
3 affect or limit Settling Defendant's or the United States'
4 regulatory obligations or sovereign rights, including, but not
5 limited to, those obligations and rights set forth in CERCLA.

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

7 33. Nothing in this Consent Decree shall be construed to
8 create any rights in, or grant any cause of action to, any
9 person not a Party to this Consent Decree. Except as
10 otherwise provided in this Consent Decree, each of the Parties
11 expressly reserves any and all rights (including, but not
12 limited to, any right to contribution), defenses, claims,
13 demands, and causes of action which each Party may have with
14 respect to any matter, transaction, or occurrence relating in
15 any way to the Site against any person not a Party hereto.

16 34. The Parties agree, and by entering this Consent
17 Decree this Court finds, that Settling Defendant is entitled,
18 as of the effective date of this Consent Decree, to protection
19 from contribution actions or claims as provided by Section
20 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters
21 addressed" in this Consent Decree. The "matters addressed" in
22 this Consent Decree are all Response Costs incurred or to be
23 incurred by the United States or any other person, and except
24 as to CalTrans and SARWQCB, damages to, destruction of, or
25 loss of natural resources, and for the costs of natural
26 resource assessments at or relating to the Site.

27 35. Settling Defendant agrees that, with respect to any
28 suit or claim for contribution brought by it for matters

1 related to this Consent Decree, it will notify EPA and DOJ in
2 writing no later than sixty (60) days prior to the initiation
3 of such suit or claim. Settling Defendant agrees that, with
4 respect to any suit or claim for contribution brought against
5 it for matters related to this Consent Decree, it will notify
6 EPA and DOJ in writing within ten (10) days of service of the
7 complaint or claim upon it. In addition, Settling Defendant
8 shall notify EPA and DOJ within ten (10) days of service or
9 receipt of any Motion for Summary Judgment, and within ten
10 (10) days of receipt of any order from a court setting a case
11 for trial, for matters related to this Consent Decree.

12 36. EPA agrees to make reasonable efforts to provide
13 notice to Settling Defendant of the lodging of any proposed
14 administrative or judicial settlement with any potentially
15 responsible party related to the Site. This Paragraph is not
16 a material paragraph and the failure of EPA to provide such
17 notice is not a violation of this Consent Decree.

18 37. In any subsequent administrative or judicial
19 proceeding initiated by either Party against the other for
20 injunctive relief; recovery of Response Costs; recovery of
21 damages to, destruction of, or loss of natural resources, and
22 for the costs of natural resource assessments; or other relief
23 relating to the Site not otherwise precluded by this Consent
24 Decree; each Party shall not assert, and may not maintain, any
25 defense or claim based upon the principles of waiver, res
26 judicata, collateral estoppel, issue preclusion, claim-
27 splitting, or other defenses based upon any contention that
28 the claims raised by the other Party in the subsequent

1 proceeding were or should have been brought in the instant
2 case; provided, however, that nothing in this Paragraph
3 affects the enforceability of the Covenant Not to Sue by
4 Plaintiff set forth in Section IX or the Covenant Not to Sue
5 by Settling Defendant set forth in Section X. Except as
6 otherwise provided in this Paragraph, the Parties reserve to
7 themselves all substantive and procedural defenses they may
8 have to any such subsequent claims.

9 **XII. NOTICES AND SUBMISSIONS**

10 38. Whenever, under the terms of this Consent Decree,
11 notice is required to be given or a document is required to be
12 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 the
15 other Party in writing. Written notice as specified herein
16 shall constitute complete satisfaction of any written notice
17 requirement of the Consent Decree with respect to the United
18 States, EPA, DOJ, and Settling Defendant, respectively.

19
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)
P.O. Box 7611
Washington, D.C. 20044-7611

25 As to EPA:

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

28
CDM192700

1 As to Settling Defendant:

2 Senior Assistant Attorney General
3 Environment Section
4 Attorney General's Office
5 State of California
6 300 South Spring Street
7 Los Angeles, California 90013-1230

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XIII. RETENTION OF JURISDICTION

39. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

40. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the complete list of the de minimis Settling Defendant entities; and "Appendix B" is a list of all non-de minimis Settling Defendant entities.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

41. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment and may also be subject to the public notice and comment provisions contained in Section 7003(d) of RCRA, 42 U.S.C. § 6973. The United States reserves the right

1 to withdraw or withhold its consent if the comments regarding
2 the Consent Decree disclose facts or considerations which
3 indicate that this Consent Decree is inappropriate, improper,
4 or inadequate. Settling Defendant consents to the entry of
5 this Consent Decree without further notice.

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

11 **XVI. EFFECTIVE DATE**

12 43. The effective date of this Consent Decree shall be
13 the date upon which it is entered by the Court.

14 **XVII. SIGNATORIES/SERVICE**

15 44. Each undersigned Settling Defendant' representative
16 to this Consent Decree and the Assistant Attorney General for
17 the Environment and Natural Resources Division of DOJ
18 certifies that he or she is authorized to enter into the terms
19 and conditions of this Consent Decree and to execute and bind
20 legally such Party to this document.

21 45. Settling Defendant hereby agrees not to oppose entry
22 of this Consent Decree by this Court or to challenge any
23 provision of this Consent Decree, unless the United States has
24 notified Settling Defendant in writing that it no longer
25 supports entry of the Consent Decree.

26 46. Settling Defendant shall identify, on the attached
27 signature page, the name and address of an agent who is
28 authorized to accept service of process by mail with respect

1 to all matters arising under or relating to this Consent
2 Decree. Settling Defendant hereby agrees to accept service in
3 that manner and to waive the formal service requirements set
4 forth in Rule 4 of the Federal Rules of Civil Procedure and
5 any applicable local rules of this Court, including but not
6 limited to, service of a summons.

7
8 SO ORDERED THIS 22d DAY OF November, 2002.

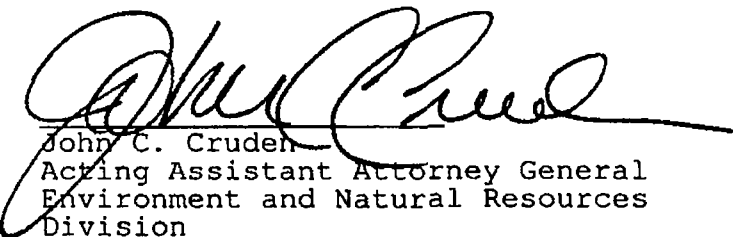
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10
11 Christina A. Snyder
12 Honorable Christina A. Snyder
13 United States District Court
14 Judge
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CDM192703


1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. The State of California, relating
3 to the Casmalia Disposal Site.

4 FOR THE UNITED STATES OF AMERICA

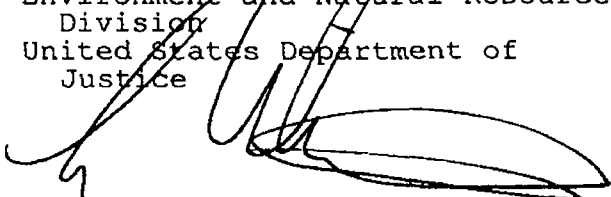
5
6 Date: _____


John C. Cruden
Acting Assistant Attorney General
Environment and Natural Resources
Division
United States Department of
Justice

10
11 Date: 12-20-01


Bradley R. O'Brien
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of
Justice

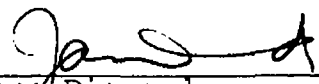
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17 Date: 12/27/01


Assistant United States Attorney
United States Attorney's Office
Central District of California

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26 CDM192704

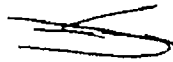
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Date: 12/20/2001



Jane Diamond,
Acting Director, Superfund Division
Region IX
United States Environmental
Protection Agency

Date: 12/20/01



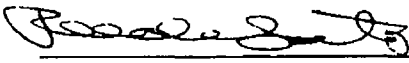
Thomas A. Bloomfield
Assistant Regional Counsel
Region IX
United States Environmental
Protection Agency

CDM192705

FOR THE STATE OF CALIFORNIA

Dated: 12/14/01, 2001

BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
THEODORA P. BERGER
Senior Assistant Attorney
General


REED SATO
Deputy Attorney General
Attorneys for the State of
California

THE TERMS AND CONDITIONS OF THE CONSENT DECREE ARE ACKNOWLEDGED
BY:

California Department of Health Services;

Dated: _____, 2001

DIANA M. BONTA, R.N., Dr. P.H.
Director

California Department of Toxic Substances Control;

Dated: _____, 2001

EDWIN F. LOWRY
Director

CDM192706

FOR THE STATE OF CALIFORNIA

Dated: _____, 2001

BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
THEODORA P. BERGER
Senior Assistant Attorney
General

REED SATO
Deputy Attorney General
Attorneys for the State of
California

THE TERMS AND CONDITIONS OF THE CONSENT DECREE ARE ACKNOWLEDGED
BY:

California Department of Health Services;

Dated: December 14, 2001

Barbara M. Bonta for
DIANA M. BONTA, R.N., Dr. P.H.
Director

California Department of Toxic Substances Control;

Dated: _____, 2001

EDWIN F. LOWRY
Director

CDM192707

FOR THE STATE OF CALIFORNIA

Dated: _____, 2001

BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
THEODORA P. BERGER
Senior Assistant Attorney
General

REED SATO
Deputy Attorney General
Attorneys for the State of
California

THE TERMS AND CONDITIONS OF THE CONSENT DECREE ARE ACKNOWLEDGED
BY:

California Department of Health Services;

Dated: _____, 2001

DIANA M. BONTA, R.N., Dr. P.H.
Director

California Department of Toxic Substances Control;

Dated: November 15, 2001

Edwin F. Lowry
EDWIN F. LOWRY
Director

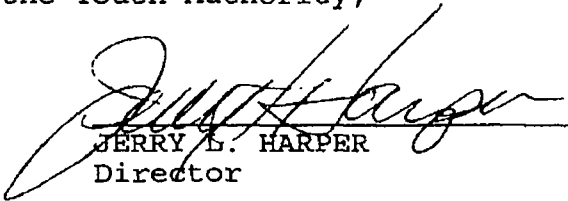
CDM192708

1 California Department of the Youth Authority;

2

3 Dated: 11/26/01, 2001

4


JERRY L. HARPER
Director

5 California Department of Mental Health;

6

7 Dated: _____, 2001

8

STEPHEN W. MAYBERG
Director

9 Board of Trustees of the California State University;

10

11 Dated: _____, 2001

12

CHARLES B. REED
Chancellor

13 California Department of General Services;

14

15 Dated: _____, 2001

16

BARRY KEENE
Director

17 California Department of Parks and Recreation;

18

19 Dated: _____, 2001

20

RUSTY AREIAS
Director

21 Regents of the University of California;

22

23 Dated: _____, 2001

24

JAMES E. HOLST
General Counsel

25

26

27

CDM192709

28

1 California Department of the Youth Authority;

2

3 Dated: _____, 2001

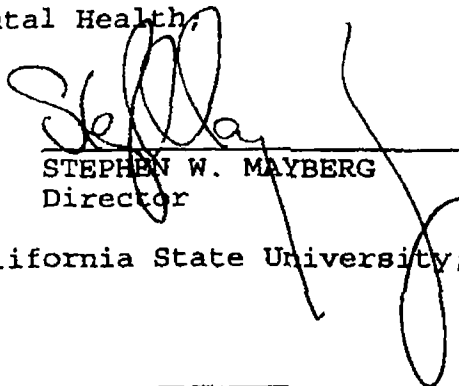
JERRY L. HARPER
Director

4

5 California Department of Mental Health;

6

7 Dated: Dec 11, 2001


STEPHEN W. MAYBERG
Director

8

9 Board of Trustees of the California State University;

10

11 Dated: _____, 2001

CHARLES B. REED
Chancellor

12

13 California Department of General Services;

14

15 Dated: _____, 2001

BARRY KEENE
Director

16

17 California Department of Parks and Recreation;

18

19 Dated: _____, 2001

RUSTY AREIAS
Director

20

21 Regents of the University of California;

22

23 Dated: _____, 2001

JAMES E. HOLST
General Counsel

24

25

26

27

28

CDM192710

1 California Department of the Youth Authority;

2

3 Dated: _____, 2001

JERRY L. HARPER
Director

4

5 California Department of Mental Health;

6

7 Dated: _____, 2001

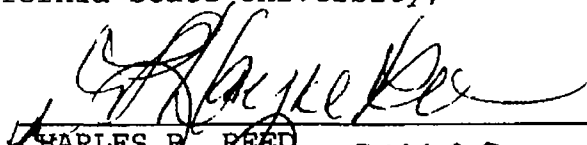
STEPHEN W. MAYBERG
Director

8

9 Board of Trustees of the California State University;

10

11 Dated: Apr 9, 2001


CHARLES B. REED
Chancellor

Patricia L. Reynolds, Director
Contracts and Procurement
Business and Finance

12

13 California Department of General Services;

14

15 Dated: _____, 2001

BARRY KEENE
Director

16

17 California Department of Parks and Recreation;

18

19 Dated: _____, 2001

RUSTY AREIAS
Director

20

21 Regents of the University of California;

22

23 Dated: _____, 2001

JAMES E. HOLST
General Counsel

24

25

26

27

CDM192711

28

1 California Department of the Youth Authority;

2
3 Dated: _____, 2001

JERRY L. HARPER
Director

5 California Department of Mental Health;

6
7 Dated: _____, 2001

STEPHEN W. MAYBERG
Director


9 Board of Trustees of the California State University;

10
11 Dated: _____, 2001

CHARLES B. REED
Chancellor

13 California Department of General Services;

14
15 Dated: 12-18, 2001


BARRY KEENE
Director

17 California Department of Parks and Recreation;

18
19 Dated: _____, 2001

RUSTY AREIAS
Director

21 Regents of the University of California;

22
23 Dated: _____, 2001

JAMES E. HOLST
General Counsel

24
25
26 CDM192712

1 California Department of the Youth Authority;

2

3 Dated: _____, 2001

JERRY L. HARPER
Director

4

5 California Department of Mental Health;

6

7 Dated: _____, 2001

STEPHEN W. MAYBERG
Director

8

9 Board of Trustees of the California State University;

10

11 Dated: _____, 2001

CHARLES B. REED
Chancellor

12

13 California Department of General Services;

14

15 Dated: _____, 2001

BARRY KEENE
Director

16

17 California Department of Parks and Recreation;

18

19 Dated: 11/15/01, 2001


RUSTY ARIAS
Director

20

21 Regents of the University of California;

22

23 Dated: _____, 2001

JAMES E. HOLST
General Counsel

24

25

26

27

CDM192713

28

1 California Department of the Youth Authority;

2

3 Dated: _____, 2001

JERRY L. HARPER
Director

4

5 California Department of Mental Health;

6

7 Dated: _____, 2001

STEPHEN W. MAYBERG
Director

8

9 Board of Trustees of the California State University;

10

11 Dated: _____, 2001

CHARLES B. REED
Chancellor

12

13 California Department of General Services;

14

15 Dated: _____, 2001

BARRY KEENE
Director

16

17 California Department of Parks and Recreation;

18

19 Dated: _____, 2001

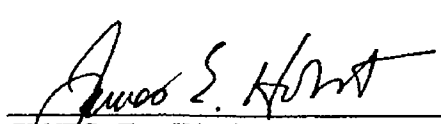
RUSTY AREIAS
Director

20

21 Regents of the University of California;

22

23 Dated: November 30, 2001


JAMES E. HOLST
General Counsel

24

25

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27

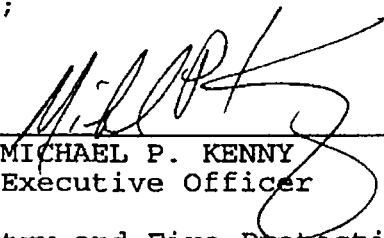
CDM192714

28

1 California Air Resources Board;

2

3 Dated: 12/12/01, 2001


MICHAEL P. KENNY
Executive Officer

4

5 California Department of Forestry and Fire Protection;

6

7 Dated: _____, 2001

ANDREA E. TUTTLE
Director

8

9 California Department of Fish and Game;

10

11 Dated: _____, 2001

ROBERT C. HIGHT
Director

12

13 California Department of Water Resources;

14

15 Dated: _____, 2001

THOMAS M. HANNIGAN
Director

16

17 California Department of Food and Agriculture;

18

19 Dated: _____, 2001

ROBERT E. ("Tad") BELL
Undersecretary

20

21 California Department of Corrections;

22

23 Dated: _____, 2001

EDWARD S. ALAMEIDA, Jr.
Director

24

25

26

27

CDM192715

28

1 California Air Resources Board;

2

3 Dated: _____, 2001

MICHAEL P. KENNY
Executive Officer

5 California Department of Forestry and Fire Protection;

6

7 Dated: 11/6, 2001

Andrea E. Tuttle

ANDREA E. TUTTLE
Director

9 California Department of Fish and Game;

10

11 Dated: _____, 2001

ROBERT C. HIGHT
Director

12

13 California Department of Water Resources;

14

15 Dated: _____, 2001

THOMAS M. HANNIGAN
Director

16

17 California Department of Food and Agriculture;

18

19 Dated: _____, 2001

ROBERT E. ("Tad") BELL
Undersecretary

20

21 California Department of Corrections;

22

23 Dated: _____, 2001

EDWARD S. ALAMEIDA, Jr.
Director

24

25

26

27

CDM192716

28

1 California Air Resources Board;

2

3 Dated: _____, 2001

MICHAEL P. KENNY
Executive Officer

4

5 California Department of Forestry and Fire Protection;

6

7 Dated: _____, 2001

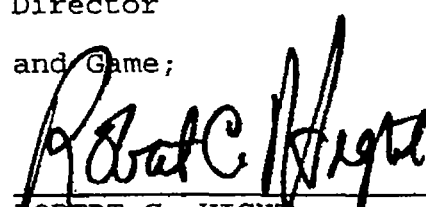
ANDREA E. TUTTLE
Director

8

9 California Department of Fish and Game;

10

11 Dated: 12-11-01, 2001


ROBERT C. HIGHT
Director

12

13 California Department of Water Resources;

14

15 Dated: _____, 2001

THOMAS M. HANNIGAN
Director

16

17 California Department of Food and Agriculture;

18

19 Dated: _____, 2001

ROBERT E. ("Tad") BELL
Undersecretary

20

21 California Department of Corrections;

22

23 Dated: _____, 2001

EDWARD S. ALAMEIDA, Jr.
Director

24

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CDM192717

1 California Air Resources Board;

2

3 Dated: _____, 2001

MICHAEL P. KENNY
Executive Officer

4

5 California Department of Forestry and Fire Protection;

6

7 Dated: _____, 2001

ANDREA E. TUTTLE
Director

8

9 California Department of Fish and Game;

10

11 Dated: _____, 2001

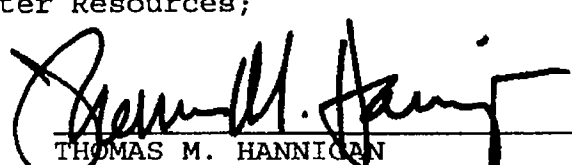
ROBERT C. HIGHT
Director

12

13 California Department of Water Resources;

14

15 Dated: NOV 13 2001, 2001


THOMAS M. HANNIGAN
Director

16

17 California Department of Food and Agriculture;

18

19 Dated: _____, 2001

ROBERT E. ("Tad") BELL
Undersecretary

20

21 California Department of Corrections;

22

23 Dated: _____, 2001

EDWARD S. ALAMEIDA, Jr.
Director

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CDM192718

1 California Air Resources Board;

2

3 Dated: _____, 2001

MICHAEL P. KENNY
Executive Officer

4

5 California Department of Forestry and Fire Protection;

6

7 Dated: _____, 2001

ANDREA E. TUTTLE
Director

8

9 California Department of Fish and Game;

10

11 Dated: _____, 2001

ROBERT C. HIGHT
Director

12

13 California Department of Water Resources;

14

15 Dated: _____, 2001

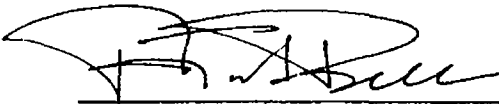
THOMAS M. HANNIGAN
Director

16

17 California Department of Food and Agriculture;

18

19 Dated: NOVEMBER 7, 2001


ROBERT R. ("Tad") BELL
Undersecretary

20

21 California Department of Corrections;

22

23 Dated: _____, 2001

EDWARD S. ALAMEIDA, Jr.
Director

24

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CDM192719

28

1 California Air Resources Board;

2

3 Dated: _____, 2001

MICHAEL P. KENNY
Executive Officer

4

5 California Department of Forestry and Fire Protection;

6

7 Dated: _____, 2001

ANDREA E. TUTTLE
Director

8

9 California Department of Fish and Game;

10

11 Dated: _____, 2001

ROBERT C. HIGHT
Director

12

13 California Department of Water Resources;

14

15 Dated: _____, 2001

THOMAS M. HANNIGAN
Director

16

17 California Department of Food and Agriculture;

18

19 Dated: _____, 2001

ROBERT E. ("Tad") BELL
Undersecretary

20

21 California Department of Corrections;

22

23 Dated: Nov 30, 2001

E. S. Alameida, Jr.
EDWARD S. ALAMEIDA, JR.
Director

24

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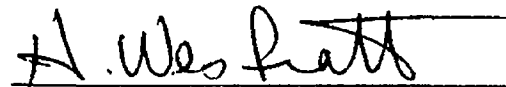
CDM192720

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1 California Conservation Corps;

2

3 Dated: 11-7-01, 2001



H. WES PRATT
Director

4

5 Santa Ana Regional Water Quality Control Board;

6

7 Dated: _____, 2001

GERARD J. THIBEAULT
Executive Officer

8

9 California Department of Transportation;

10

11 Dated: _____, 2001

GARY WINTERS
Chief, Division of Environmental
Analysis

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CDM192721

1 California Conservation Corps;

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3 Dated: _____, 2001

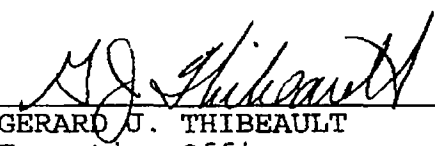
H. WES PRATT
Director

4

5 Santa Ana Regional Water Quality Control Board;

6

7 Dated: 11/20, 2001


GERARD J. THIBEAULT
Executive Officer

8

9 California Department of Transportation;

10

11 Dated: _____, 2001

GARY WINTERS
Chief, Division of Environmental
Analysis

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CDM192722

1 California Conservation Corps;
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3 Dated: _____, 2001

H. WES PRATT
Director

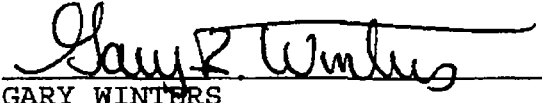
4
5 Santa Ana Regional Water Quality Control Board;
6

7 Dated: _____, 2001

GERARD J. THIBEAULT
Executive Officer

8
9 California Department of Transportation;
10

11 Dated: 11/13/01, 2001


GARY WINTERS
Chief, Division of Environmental
Analysis

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1 Approved as to form:

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3 Dated: 12/14, 2001

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BILL LOCKYER

Attorney General

RICHARD M. FRANK

Chief Assistant Attorney General

THEODORA P. BERGER

Senior Assistant Attorney General

LAURIE PEARLMAN

JANILL RICHARDS

Deputy Attorneys General



REED SATO

Deputy Attorney General

Attorneys for the State of
California.

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

Name: Reed Sato

Title: Deputy Attorney General

Address: Office of the Attorney General
1300 I Street, Suite 125
P.O. Box 944255
Sacramento, California 94244-2550

CDM192724

State of California *de minimis* Settling Defendants

Department of Health Services

Department of Toxic Substances Control

California Air Resources Board

Department of Forestry and Fire Protection

Department of Fish and Game

Department of Water Resources

Department of Food and Agriculture

Department of Corrections

Department of Youth Authority

Department of Mental Health

Board of Trustees of the California State University

Department of General Services

The Regents of the University of California

University of California, Berkeley

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California, Division of Agriculture and
Natural Resources

California Veterinary Diagnostics Laboratory

California Conservation Corps

Department of Parks and Recreation

CDM192726

State of California non-*de minimis* Settling Defendants

Department of Transportation

Santa Ana Regional Water Quality Control Board

CDM192727

APPENDIX B

PROOF OF SERVICE BY MAILING

FORM 61

I am over the age of 18 and not a party to the within action. I am employed by the Office of United States Attorney, Central District of California. My business address is 300 North Los Angeles Street, Suite 7516, Los Angeles, California 90012.

On December 26, 2001, I served CONSENT DECREE on each person or entity named below by enclosing a copy in an envelope addressed as shown below and placing the envelope for collection and mailing on the date and at the place shown below following our ordinary office practices. I am readily familiar with the practice of this office for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

Date of mailing: December 26, 2001. Place of mailing: Los Angeles, California. Person(s) and/or Entity(ies)

to Whom mailed:

Reed Sato, Esq.
Deputy Attorney General
State of CA Department of Justice
1300 I Street, Ste. 125
P.O. Box 944255
Sacramento, CA 94244

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on: December 26, 2001 at Los Angeles, California.

CDM192728

Alla Krishtall
ALLA KRISHTALL

Date Transmitted:

11/27/02 12:30:36 PM

2:01-CV-11161

Thomas A Bloomfield
US Environmental Protection Agency
75 Hawthorne St
San Francisco, CA 94105-0000

Number of Pages: 59

It is hereby certified that this document was served by first class mail postage prepaid or by fax or e-mail delivery to counsel (or parties) at their respective address or fax number or e-mail address of record.

CDM192671