



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

IN THE MATTER OF:

Casmalia Disposal Site
Santa Barbara County, California

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

U.S. EPA Docket No. 99-02(f)

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

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I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of U.S. EPA by Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within Region IX, this authority has been delegated to the Superfund Branch Chiefs by Regional Order 1290.21-B dated July 27, 2005 ("*De Minimis Settlements*"). This Settlement Agreement is also entered into pursuant to the authority of the Administrator pursuant to Section 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973. The Administrator's authority has been delegated to the Regional Administrators of U.S. EPA by Delegation No. 8-22-C dated May 11, 1994. Within Region IX, this authority has been delegated to the Director of the Superfund Division by Regional Order 1280.20 dated April 6, 1998. This Settlement Agreement is also entered into by the United States on behalf of the United States Fish and Wildlife Service ("FWS"), United States Department of Interior ("DOI"); and on behalf of the National Oceanic and Atmospheric Administration ("NOAA"), United States Department of Commerce, each of whom, by Executive Order 12580, as amended by

Executive Order 13016, 61 Fed. Reg. 45872 (August 30, 1996), has been delegated with the authority vested in the President as a Federal Trustee for natural resources that may have been, or in the future may be, injured by the release of hazardous substances at or from the Casmalia Disposal Site, as defined herein.

2. This Settlement Agreement is issued to the persons, corporations or other entities identified in Appendix A. ("Settling Parties"). Each Settling Party agrees to undertake all actions required by this Settlement Agreement. Each Settling Party further consents to and will not contest the United States' jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.

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

II. STATEMENT OF PURPOSE

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

- a. to reach a settlement among the Parties with respect to the Casmalia Disposal Site (defined as "Site," below), pursuant to

Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Parties to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, for injunctive relief with regard to the Site, and for response costs and, for some parties, Natural Resource Damages, incurred and to be incurred by the U.S. EPA or the Federal Trustees at or in connection with the Site, thereby reducing litigation relating to the Site;

- b. to provide Settling Parties with two options for resolution of such liability: Settlement Option A, for which the Settling Parties pay a greater premium and that affords greater finality (including, for example, a covenant not to sue for Natural Resource Damages and for response costs incurred and to be incurred by the Federal Trustees at or in connection with the Site); and Settlement Option B, for which the Settling Parties pay a lower premium and that contains less finality and greater risks for the Settling Parties. The terms of Options A and B are more fully described within;
- c. to resolve any alleged claims of the Settling Parties that could have been asserted against the United States with regard to the Site;
- d. to simplify any remaining administrative and judicial enforcement activities concerning the Site by resolving the alleged liability of a substantial number of potentially responsible parties ("PRPs") with respect to the Site;

- e. to obtain settlement with Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by U.S. EPA Hazardous Substance Superfund and by other persons, not including the State of California, and, with respect to Settling Parties that elect Settlement Option A; response costs incurred by the Federal Trustees; and
- f. to provide for contribution protection for Settling Parties with regard to the Site pursuant to Sections 113(f)(2), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(g)(5).

III. DEFINITIONS

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

"Casmalia Consent Decree" shall mean the consent decree entered by the United States District Court for the Central District of California on June 27, 1997 in United States of America v. ABB Vetco Gray, Inc., et al., Civ No. CV96-6518 KMW(Jgx).

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

"CERCLA" shall mean the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended.

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

"Contaminants List" shall mean those contaminants identified to date at the Site and listed in Appendix C.

"CSC" shall mean the Casmalia Steering Committee.

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

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

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

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

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

"Facility" shall mean the former permitted Casmalia Resources

Hazardous Waste Management facility, encompassing approximately 252 acres, located approximately ten (10) miles southwest of Santa Maria and one and a half miles north of Casmalia in Santa Barbara County, California, and depicted generally on the map attached as Appendix B.

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

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

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

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

"Paragraph" shall mean a portion of this Settlement Agreement, identified by an Arabic numeral.

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

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

"Phase 1 Work" and "Phase 2 Work" shall have the meaning assigned

to them in the Casmalia Consent Decree.

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

"Section" shall mean a portion of this Settlement Agreement, identified by a Roman numeral.

"Settlement Agreement" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any Appendix, this Order shall control.

"Settling Parties" shall mean those entities listed in Appendix A.

"Site" or "Casmalia Disposal Site" shall mean shall mean the Facility, as defined herein, and the areal extent of contamination that is presently located in the vicinity of the Facility, and any related "facility" as defined in CERCLA Section 101(9), 42 U.S.C. § 9601(9), and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action(s), and any areas to which such contamination migrates.

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

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

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

IV. STATEMENT OF FACTS

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

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

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

9. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been, or are threatening to be, released into the environment at or from the Site. These hazardous substances

include a wide variety of organic and inorganic compounds.

10. During the Facility's seventeen (17) years of operation, the owner(s)/operator(s) accepted approximately 5.6 billion pounds of documented liquid and solid wastes from thousands of generators, including numerous large and small private businesses and federal, state, and local governmental entities.

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

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

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

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

15. As a result of the release or threatened release of hazardous substances, U.S. EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In August 1992, U.S. EPA

commenced a removal action under CERCLA to implement certain Site stabilization actions, prevent further deterioration of Site conditions, and control the most immediate threats. The Site continues to pose an imminent and substantial endangerment within the meaning of Section 106 of CERCLA, 42 U.S.C. § 9606, and Section 7003 of RCRA, 42 U.S.C. § 6973.

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

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

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

entered the Casmalia Consent Decree.

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

20. On November 26, 2002, the District Court for the Central District of California entered two Consent Decrees pertaining to the Site: one entered into by Casmalia Resources, Hunter Resources and the estate of Kenneth H. Hunter, Jr. (the "Hunter Parties"), who have paid \$6.957 million and agreed to transfer certain real property to an entity to be identified later by the U.S. EPA, and the other entered into by the State of California, which has paid \$15 million. Neither the Hunter Parties nor the State of California admitted liability and both Consent Decrees provide contribution protection. On June 29, 2006, U.S. EPA entered into an agreement with assorted limited partners of Kenneth H. Hunter, Jr. ("Castagnola Parties"). Under this agreement, the Castagnola Parties have paid U.S. EPA \$400,000. The Castagnola Parties did not admit liability, and the agreement provides contribution protection.

21. In October 1998, U.S. EPA began notifying de minimis PRPs of

their potential liability in connection with the Site and providing settlement offers to them. An opportunity to settle has been offered to approximately 1,500 PRPs since 1999. U.S. EPA may enter into additional settlements such as this one with other de minimis PRPs in the future with respect to this Site.

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

23. Information currently known to U.S. EPA indicates that each Settling Party contributed less than 8.5 million pounds of materials containing hazardous substances to the Site, and the hazardous substances contributed by each Settling Party to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. For the purposes of this Settlement Agreement, these Settling Parties are de minimis parties. The volume of materials attributed by U.S. EPA to each Settling Party is specified in Appendix A. Appendix C, entitled Contaminants List, provides a list of contaminants identified to date at the Site.

24. For purposes of this settlement, U.S. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by U.S. EPA and by private PRPs are \$284 million. The payment required to be made by each Settling Party pursuant to this Settlement Agreement is a minor portion of this total amount. The required payment

(for Settlement Option A or B) for each Settling Party is specified in Appendix A.

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

V. DETERMINATIONS

26. Based upon the Findings of Fact set forth above and on the administrative record for this Site, U.S. EPA and the Federal Trustees, have determined that:

- a. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. Each Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- c. Each Settling Party is potentially liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- d. There has been an actual or threatened "release" of a "hazardous substance" at the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).
- e. The actual or threatened release of a hazardous substance at the Site has caused or may cause the incurrence of response

costs and may have injured, or may injure, Natural Resources within the meaning of Section 107(a) of CERCLA, 42 U.S.C.

§ 9607(a).

- f. Prompt settlement is "practicable" and in the "public interest" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. As to each Settling Party, this Settlement Agreement involves only a minor portion of the total response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- h. The amount of material containing hazardous substances and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party is minimal in comparison to other hazardous substances at the Site as set forth in the Contaminants List attached as Appendix C, within the meaning of section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. SETTLEMENT AGREEMENT AND ORDER

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

VII. SETTLEMENT OPTIONS

28. Settling Parties may choose between Settlement Options A and B as set forth in this Section and in Sections XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), and XII (Covenant

by Settling Parties Not to Sue). Except where this Order specifies particular Sections or Paragraphs as pertaining to Option A or B, in which case those provisions apply only to Settling Parties that elect Option A or B, respectively, all other terms of this Order apply equally to all Settling Parties, regardless of which settlement option they choose.

29. General Description of Options

- a. As between the two settlement options, Settlement Option A is designed to provide Settling Parties with a higher degree of finality and certainty. Under Settlement Option A, the payment includes a premium of 100%, which covers, among other risks, the risk that total response costs incurred or to be incurred at or in connection with the Site by the U.S. EPA, or by any private party, will exceed the estimated total response costs upon which Settling Parties' payments are based. Pursuant to Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), Settling Parties that choose Settlement Option A will receive more protective covenants (including a covenant not to sue for Natural Resource Damages and Federal Trustees' response costs), and these Settlement Option A covenants have more limited reservations.
- b. Under Settlement Option B, which offers less finality than Settlement Option A, the premium is 50%. Pursuant to Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), Settling Parties that choose Option B do not receive a covenant not to sue for Natural Resource

Damages or Federal Trustees' response costs and risk liability for additional future payments.

30. Calculation of Payment

- a. Each Settling Party's payment is based on its share, by weight, of the total waste disposed of at the Site multiplied by the U.S. EPA's estimated total response costs incurred or to be incurred at or in connection with the Site. U.S. EPA's total estimate for response costs at the Site is \$284 million.
- b. For Settling Parties that elect Settlement Option A, the settlement payment is based on the estimated \$271,930,000 that have been or will be incurred by U.S. EPA for response actions at the Site, and by the CSC for response actions at the Site as required by the Casmalia Consent Decree, and does not include \$12 million that was, at the time U.S. EPA prepared the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. In addition to \$271,930,000, the amount of \$193,417 has been added for certain estimated response costs that have been, or will be, incurred by the Federal Trustees at the Site. A portion of the money paid by Settling Parties that elect Settlement Option A will be provided to the Federal Trustees to perform activities that support both the response action and the assessment of potential injuries to natural resources in accordance with CERCLA sections 104(b)(2), 107(f)(1) and 122(j)(2), 42 U.S.C. §§ 9604(b)(2), 9607(f)(1) and 9622(j)(2). The payment amounts for each Settling Party are set forth in Appendix A.

- c. For Settling Parties that elect Settlement Option B, U.S. EPA's cost estimate is the estimated \$271,930,000 that have been or will be incurred by U.S. EPA for response actions at the Site, and by the CSC for response actions at the Site as required by the Casmalia Consent Decree. This amount does not include \$12 million that, at the time U.S. EPA prepared the 1999 Cost Estimate, was in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. This figure does not include an estimate for any response costs that will be incurred by the Federal Trustees.
- d. Each payment amount by Settling Parties includes a premium to cover the risks and uncertainties associated with this Settlement Agreement. The premium (100% for Settlement Option A, 50% for Settlement Option B) is applied to each Settling Party's volumetric share of all estimated "non-fixed Site response costs," but is not applied to U.S. EPA's and the CSC's calculation of "fixed Site response costs." Fixed Site response costs include \$16.38 million in Past Response Costs (as defined in the Casmalia Consent Decree) incurred by the United States between March 1, 1992, and July 22, 1997, and response costs of \$2.81 million incurred by the United States between July 23, 1997, and August 1, 1999 (the date U.S. EPA selected as the "cutoff" for the calculation of costs that have already been incurred for purposes of the cost estimate used for this Order and future enforcement efforts). Fixed Site response costs also include response costs of \$13.68 million

incurred by the CSC for response actions between April 1993 and August 1998 for Phase 1 Work in accordance with the Casmalia Consent Decree. U.S. EPA's and the CSC's fixed Site response costs together total \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is not assessed against this \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is applied to U.S. EPA's and the CSC's "non-fixed" estimated Site response costs, or estimated response costs incurred and to be incurred at the Site after August 1, 1999. This amount totals \$239.07 million. Under Settlement Option A, the 100% premium is also applied to estimated non-fixed Site response costs of \$193,417 incurred or to be incurred by the Federal Trustees, described in subparagraph b, above.

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

CDM239989

<u>Settling Party's Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	+	Natural Resources Trustees' Costs \$193,417	X	Premium (100%) 2.0		
			+				=	Payment Amount
<u>Settling Party's Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Fixed Site Response Costs \$32.86 Million				[No Premium Assessed]		

- f. The mathematical formula for calculating each Settling Party's payment amount under Option B is as follows:

CDM239990

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

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

VIII. PAYMENT

31. Signature and Payment by Settling Parties

- a. Each Settling Party has submitted to U.S. EPA a fully and properly executed original signature page for this Settlement Agreement, electing either Settlement Option A or Settlement Option B, and paid to the Escrow Account the payment specified for that Settling Party in the appropriate column (*i.e.*, Column A for Option A, Column B for Option B) opposite that Settling Party's name in Appendix A in accordance with the instructions provided in Paragraph 32(a).

32. Payment Provisions

- a. **Payment by Settling Parties.** Each Settling Party made

payment in full by one of the following methods:

(i) By Cashier's or Certified Check

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

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

and including a completed Payment Invoice.

(ii) By Wire Transfer

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

At the time of payment, each Settling Party submitted a copy of the

completed Payment Invoice to:

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

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

with respect to payments made by the Settling Parties under this Settlement Agreement.

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

IX. FAILURE BY SETTLING PARTIES TO MAKE TIMELY PAYMENTS

35. Interest on Late Payments

- a. Because all Settling Parties electing Settlement Option A have remitted payment in full as required by Paragraph 32 prior to the effective date of this Order, no Interest shall accrue on any such payment.
- b. Settling Parties electing Settlement Option B who fail to pay their share of increased costs as set forth in Paragraph 45 shall pay Interest on the unpaid balance, commencing on the date that payment is due and accruing through the date of the payment.
- c. Interest shall be paid by a separate check in the amount of the Interest owed and shall be sent simultaneously with the payment required in paragraph 45. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in paragraph 32(a) (Payment Provisions).

36. Stipulated Penalties and Disqualification

- a. In addition to the Interest required by Paragraph 35, if an Option B Settling Party fails to remit the payment required by Paragraph 45 when due, then that Option B Settling Party shall also pay stipulated penalties to U.S. EPA of \$1,000 per day for each day that the payment is late.
- b. Penalties shall begin to accrue from the day when payment by an Option B Settling Party is due pursuant to Paragraph 45 and shall continue to accrue until all payments required by this Order for that Option B Settling Party have been paid in full (e.g., when all payments, Interest, and stipulated penalties are paid in full). Penalties shall accrue regardless of whether U.S. EPA or the Escrow Trustee has notified the Option B Settling Party of a violation.
- c. Interest on penalties shall begin to accrue on the unpaid balance at the end of thirty (30) days from the date that payment was due under Paragraph 45.
- d. Stipulated penalties due to U.S. EPA shall be paid contemporaneously with the payment of the amount required by Paragraph 45 and the Interest thereon required by Paragraph 35. However, stipulated penalties, including any Interest owed on the stipulated penalties pursuant to subparagraph c of this Paragraph, shall be paid by a separate certified or cashier's check made payable to "U.S. EPA Hazardous Substances Superfund," and shall be mailed to:

U.S. EPA - Region IX
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

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

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

37. The releases and covenants set forth in Sections XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), and XII (Covenant by Settling Parties Not to Sue) and the contribution protection set forth in Section XIII (Effect of Settlement/Contribution Protection) are conditional upon compliance with all the terms of this Settlement Agreement, including - for Settling Parties electing Settlement Option B - payment pursuant to Paragraph 45.

38. If U.S. EPA or U.S. DOJ brings an action to enforce this Settlement Agreement against Settling Party(ies), such Settling Party(ies) shall reimburse the U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.

39. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of a

Settling Party's failure to comply with the requirements of this Settlement Agreement, including, but not limited to, bringing an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

X. CERTIFICATION OF SETTling PARTY

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

XI. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

BY U.S. EPA AND FEDERAL TRUSTEES

41. General Reservations. The covenants by the U.S. EPA and the Federal Trustees set forth in Paragraphs 43 and 44 of this Settlement Agreement do not pertain to any matters other than those expressly specified in Paragraphs 43 and 44. The U.S. EPA and the Federal Trustees reserve, and this Settlement Agreement is without prejudice to, all rights against Settling Parties, with respect to all other matters, including but not limited to:

- a. liability for failure to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability based on a Settling Party's ownership or operation of

the Site, or upon the transportation, treatment, storage or disposal, or the arrangement for the transportation, treatment, storage or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement;

- d. liability arising from the past, present, or future arrangement by a Settling Party, or a subsidiary or affiliated entity of that Settling Party, for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site that is both (1) not from a facility or specific location owned or operated by that Settling Party as specified in Appendix A, and (2) not included in the volume of waste attributed to that Settling Party as set forth in Appendix A; and
- e. with respect to Option B Settling Parties, claims by Federal Trustees for costs associated with response actions or Natural Resource Damages claims at the Site.

42. Reservation Concerning De Minimis Status. Notwithstanding any other provision in this Settlement Agreement, the U.S. EPA and the Federal Trustees reserve, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Settling Party seeking to compel that Settling Party to perform response actions relating to the Site, and/or to reimburse the U.S. EPA and/or the Federal Trustees, for additional costs of response and/or Natural Resource Damages, if information not currently known to U.S. EPA is discovered that indicates such Settling Party no longer qualifies as a de minimis party at the Site because such Settling Party contributed

more than 8.5 million pounds of materials containing hazardous substances to the Site, or contributed hazardous substances the toxic or hazardous effect of which are not minimal in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix C. For purposes of this Section only, the volume of material contributed by a Settling Party shall not include any waste sent by an entity merged into or otherwise acquired by such Settling Party after the effective date of this Settlement Agreement.

43. In consideration of the payments that have been made by Settling Parties that have elected to settle under the provisions of Settlement Option A ("Option A Settling Parties") under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 41 and 42 of this Settlement Agreement, the U.S. EPA and the Federal Trustees hereby covenant not to sue or to take administrative action against any of the Option A Settling Parties pursuant to sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the Federal Trustees. With respect to present and future liability, this covenant shall take effect upon the effective date of this Settlement Agreement as set forth in Section XIX (Effective Date). With respect to each Option A Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by that Option A Settling Party of all its obligations under this Settlement Agreement; and b) the veracity of any information provided to U.S. EPA by that Option A Settling Party relating to Settling Party's involvement with the Site. This covenant extends only

to Option A Settling Parties and does not extend to any other person.

44. In consideration of the payments that have been and may be made by Settling Parties that have elected to settle under the provisions of Settlement Option B ("Option B Settling Parties") under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 41, 42, and 45 of this Settlement Agreement, the U.S. EPA hereby covenants not to sue or to take administrative action against any of the Option B Settling Parties pursuant to sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. With respect to present and future liability, this covenant shall take effect upon the effective date of this Settlement Agreement as set forth in Section XX (Effective Date). With respect to each Option B Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by Option B Settling Parties of all its obligations under this Settlement Agreement, including, but not limited to, the obligation to make future payments pursuant to Paragraph 45; and b) the veracity of any information provided to U.S. EPA by that Option B Settling Party relating to that Option B Settling Party's involvement with the Site. This covenant extends only to Option B Settling Parties and does not extend to any other person.

45. Reservation for Increased Costs of Response Actions

- a. An estimate of the total cost of response actions at the Site has been developed for this and future de minimis settlements, enforcement activities, and other purposes ("1999 Cost Estimate"). The 1999 Cost Estimate (which does not include response costs to be incurred by the Federal Trustees) is \$284

million, which includes \$12 million that was, at the time of the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site.

- b. Option B Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:
- (i) after the final Record of Decision ("ROD") for the Site has been issued and prior to certification of completion of the Phase 2 Work, U.S. EPA has revised or approved the revision of, or the Court has approved a revision of, the cost estimate for all response actions taken or to be taken at the Site ("Post-ROD Cost Estimate"); and
 - (ii) the estimated total Site Response Costs have increased from the 1999 Cost Estimate of \$284 million; and
 - (iii) based on actual expenditures at the Site and expenditures reasonably anticipated in accordance with the ROD, any other response action decision documents, and the revised cost estimate, U.S. EPA, in its unreviewable discretion, determines that the funds in the Escrow Account that are available for Phase 2 Work pursuant to the Casmalia Consent Decree will not be sufficient to pay for costs associated with performance of the Phase 2 Work or not be sufficient to allow timely continuation of such work.
- c. In addition, Option B Settling Parties shall be liable for, and in

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

- (i) upon certification of completion of Phase 2 Work, U.S. EPA has revised, or approved the revision of, the cost estimate for all response actions taken or to be taken at the Site ("Post-Phase 2 Cost Estimate"); and
- (ii) the Post-Phase 2 Cost Estimate has increased from either the 1999 Cost Estimate or the Post-ROD Cost Estimate, whichever is greater.

- d. If U.S. EPA determines, in its unreviewable discretion, that it will require payment of amounts derived pursuant to subparagraphs b or c, above, it shall compile an administrative record to support the revised cost estimate. The record shall include, but not be limited to, any Engineering Evaluation/Cost Analysis, Remedial Investigation/Feasibility Study, ROD, or any other response action decision documents, standard cost documentation for response costs incurred by the United States and a summary of response costs incurred by the CSC. The administrative record shall be made available to the public at U.S. EPA Region 9, Superfund Records Center, 95 Hawthorne Street, San Francisco, California 94105-3901.
- e. After compilation of the administrative record, U.S. EPA will send a notice to all Option B Settling Parties, which shall i) include the Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, and a brief summary describing and

supporting the cost estimate, ii) state the availability of the administrative record for review, and iii) notify each Settling Party of the amount it will be required to pay (i.e., its volumetric share of the increased cost).

- f. U.S. EPA shall have three years from the date of certification of completion of the Phase 2 Work to send the notice described in subparagraph e, above, relating to an increase in the Post-ROD Cost Estimate described in subparagraph b, above, or an increase in the Post-Phase 2 Cost Estimate described in subparagraph c, above.
- g. Option B Settling Parties shall have thirty (30) days from the date of the notice described in subparagraph e, above, to submit comments to U.S. EPA concerning the Post-ROD Cost Estimate or the Post-Phase 2 Cost Estimate, as applicable, and/or the administrative record in support of the cost estimate. Comments shall be submitted to: Casmalia Case Team (SFD-7), 75 Hawthorne Street, San Francisco, California 94105-3901. U.S. EPA shall prepare a response to significant comments, and shall place the comments and its response in the Superfund Records Center at the address listed in subparagraph d, above. U.S. EPA shall send to the Option B Settling Parties a notice containing the response to comments, and any resulting revision to the cost estimate and corresponding adjustment to each Option B Settling Party's required payment amount. If no comments were received, U.S. EPA shall notify the Option B Settling Parties that the prior

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

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

the notice sent to each Option B Settling Party pursuant to subparagraph g, above.

- J. If a meeting with the Division Director is held, the Division Director shall review the administrative record supporting the cost estimate (including the comments and responses thereto). The Division Director shall resolve the dispute(s) consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP") and the terms of this Order and will issue a final written administrative decision. Such decision shall be final and shall not be subject to judicial review. U.S. EPA shall send the Option B Settling Parties the Division Director's written decision, any necessary revision to the Post-ROD or Post-Phase 2 Cost Estimate, as applicable, any corresponding adjustment to each Option B Settling Party's required payment amount, and a demand for payment of such amount.

K. Option B Settling Parties' Manner of Payment and Failure to Make Timely Payment

(i) Option B Settling Parties shall make any additional payment(s) within thirty (30) days of receipt of U.S. EPA's demand for such payment under subparagraphs g, i or j, above. Payment, and notice of such payment, shall be made in the manner set forth in Paragraph 32(a).

(ii) If an Option B Settling Party fails to remit any payment(s) required by subparagraph k(i), above, when due, then that Option B Settling Party shall pay Interest

on the unpaid balance in accordance with Paragraph 35. Payment of such Interest shall be made in accordance with Paragraphs 32(a) and 35.

(iii) In addition to Interest, such Option B Settling Party shall pay stipulated penalties to U.S. EPA of \$1000 per day for each day that the payment is late. Penalties and Interest on such penalties shall accrue and shall be paid as set forth in Paragraph 35.

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

(v) If U.S. EPA or U.S. DOJ brings an action to enforce this Settlement Agreement against any Option B Settling Party, such Option B Settling Party shall reimburse U.S. EPA and/or U.S. DOJ for all costs of such action, including

but not limited to costs of attorney time.

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

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

Until eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above, each Option B Settling Party shall notify the Casmalia Case Team of any change in address, ownership, political configuration, or corporate or other legal status. Such notice shall be sent to the Casmalia Case Team address provided in Paragraph 32(a), above.

XII. COVENANT BY SETTLING PARTIES NOT TO SUE

46. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:

- a. any direct or indirect claim for reimbursement from U.S. EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of response activities at the Site; and

- c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.
- d. any claim pursuant to section 7002 of RCRA, 42 U.S.C. §§ 6972, or any other comparable California laws, relating to the Site; and
- e. any claim asserting a "takings" or similar claim.

Except as provided in Paragraph 48 and Paragraph 50, these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees, other than in Paragraph 41 (a) or (b), but only to the extent that Settling Parties' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

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

48. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Party.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

49. Except as provided in Paragraph 48, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not one of the Parties to this Settlement Agreement. Except as provided in paragraph 48, each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. §9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

50. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, Natural Resource Damages, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Paragraphs 43 and 44.

51. The Parties agree that this Settlement Agreement constitutes an

administrative settlement for purposes of §§ 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and that each Settling Party is entitled, as of the Effective Date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(g)(5), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement.

- a. For Option A Settling Parties, the "matters addressed" in this Settlement Agreement are all response actions taken by the U.S. EPA and the Federal Trustees and by private parties, and all response costs incurred and to be incurred by the U.S. EPA and the Federal Trustees and by private parties, at or in connection with the Site and Natural Resource Damages at or relating to the Site; provided, however, that for Option A Settling Parties, the "matters addressed" in this Settlement Agreement do not include those response costs or response actions as to which the U.S. EPA and/or the Federal Trustees have reserved their rights under this Settlement Agreement (except for claims for failure to comply with this Order), in the event that the U.S. EPA or the Federal Trustees assert rights against Settling Parties coming within the scope of such reservations.
- b. For Option B Settling Parties, the "matters addressed" in this Settlement Agreement are all response actions taken by the U.S. EPA and by private parties, and all response costs incurred and to be incurred by the U.S. EPA and by private parties, at or in connection with the Site; provided, however, that for

Option B Settling Parties, the "matters addressed" in this Settlement Agreement do not include those response costs or response actions as to which the U.S. EPA and the Federal Trustees have reserved their rights under this Settlement Agreement (except for claims for failure to comply with this Order), in the event that the U.S. EPA or the Federal Trustees assert rights against Settling Parties coming within the scope of such reservations. In addition, for Option B Settling Parties, the "matters addressed" in this Settlement Agreement do not include Natural Resource Damages.

52. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify U.S. EPA in writing at the following address no later than sixty (60) days prior to the initiation of such suit or claim:

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

Each Settling Party shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify U.S. EPA in writing within 10 days of service of the complaint or claim upon such Settling Party. In addition, each Settling Party shall notify U.S. EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

XIV. PARTIES BOUND

53. This Settlement Agreement shall apply to and be binding upon

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

XV. INTEGRATION/APPENDICES

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

"Appendix A" is the list of Settling Parties and their waste volumes and settlement payment amounts.

"Appendix B" is a map of the Site.

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

XVI. PUBLIC COMMENT

55. This Settlement Agreement shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA,

42 U.S.C. § 9622(i), and Section 7003 of RCRA, 42 U.S.C. § 6973, including, if requested, a public hearing in the affected area, in accordance with Section 7003(d) of RCRA, 42 U.S.C. § 6973(d).

56. In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), U.S. EPA or the Federal Trustees may withdraw or modify consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

57. The Attorney General or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

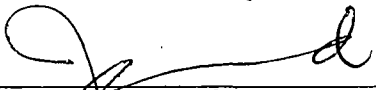
XVIII. EFFECTIVE DATE

58. The effective date of this Settlement Agreement shall be the date upon which U.S. EPA issues written notice to Settling Parties that public comment period pursuant to Paragraph XVI of this Settlement Agreement has closed and that comments received, if any, do not require modification of or withdrawal from this Settlement Agreement by U.S. EPA or the Federal Trustees.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency


By:



Jane Diamond
Director
Superfund Division
EPA Region IX

United States, on behalf of the Federal Trustees

By:


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

Appendix A (Revised 12-02-2010)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Associated Plating Company, Inc.							
	Associated Plating	9636 Ann St	Santa Fe Spring	CA	53,000	\$4,840	
	Specific Plating Co., Inc.	1350 Eern	City of Commerc	CA	159,620	\$14,576	
	Specific Plating Co., Inc.	936 Industrial Ave	Palo Alto	CA	0	\$0	
			TOTAL:		212,620	\$19,416	
All Metal Processing of Orange County							
	All Metals Processing of Orange County	8401 S Industrial Ave	Staton	CA	164,667	\$15,037	
			TOTAL:		164,667	\$15,037	
Allen Foam Corporation							
	Allen Industries Inc.	175 E Manville St	Compton	CA	180,692	\$16,501	
			TOTAL:		180,692	\$16,501	
American Pharmaseal Labs							
	American Dade Chemistry Systems	9500 Jeronimo Rd	Irvine	CA	1,921	\$175	
	American Edwards Laboratories	17211 Red Hill Ave	Irvine	CA	79,920	\$7,298	
	American Edwards Laboratories	17221 Red Hill Ave	Santa Ana	CA	14,422	\$1,317	
	American General Health	27200 N Tourney Rd	Valencia	CA	21,476	\$1,961	
	American Hospital Supply Corp., American	2132 Michelson Dr	Irvine	CA	7,229	\$660	
	American Hospital Supply Corp., American	2525 McGaw Ave	Irvine	CA	74,139	\$6,770	
	American Hospital Supply Corp., American	730 Shaw? Rd	So San Francisc	CA	8	\$1	
	American Pharmaseal Lab/Baxter Healthc	17221 Redhill Ave	Irvine	CA	12,959	\$1,183	
	American Pharmaseal Lab/Baxter Pharma	4401 Foxdale Ave	Inwindale	CA	37,377	\$3,413	
	American Pharmaseal Lab/Baxter Pharma	9500 Jeronimo Rd	Irvine	CA	52,368	\$4,782	
	American Pharmaseal Lab/Baxter Pharma	27200 N Tourney Rd	Valencia	CA	26,611	\$2,430	
	American Pharmaseal Labs	1740 La Costa Meadows	San Marcos	CA	4,392	\$401	
	American Pharmaseal Labs	1015 Grandview Ave	Glendale	CA	99,960	\$9,128	
	American Pharmaseal Labs	4750 S Park Ave	Tucson	AZ	5,849	\$534	
	American Pharmaseal Labs	27200 N Tourney Rd	Valencia	CA	58,768	\$5,367	
	Ansell, Inc.	4750 S Park Ave	Tucson	AZ	53,493	\$4,885	
	Edwards Laboratories Inc.				6,419	\$586	
	Edwards Laboratories Inc.	17221 Redhill Ave	Irvine	CA	1,072	\$98	
	Fenwal Inc.	1326 E Francis	Ontario	CA	2,317	\$212	
	Hyland Labs	5067 W San Fernando Rd	Los Angeles	CA	4,602	\$420	
	Hyland Therapeutics	1710 Flower	Duarte	CA	3,627	\$331	
	Kendal McGaw	2525 McGaw Ave	Irvine	CA	6,923	\$632	
	Travenol Labs/Hyland Therapeutics	4501 Colorado	Los Angeles	CA	34,305	\$3,133	
			TOTAL:		610,157	\$55,717	
Amex Systems Inc.							
	Amex Systems Inc.	107 W Carob	Compton	CA	191,936	\$17,527	
	Amex Systems Inc.	780 Bay Blvd	Chula Vista	CA	4,960	\$453	
			TOTAL:		196,896	\$17,980	

CDM244810

Appendix A (Revised 12-02-2010)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
AT&T Inc							
	AT&T	P O Box 4868	Modeslo	CA	308	\$28	
	AT&T	920 Grand Ave	Los Angeles	CA	2,090	\$191	
	AT&T	2300 Delaware Ave	Sania Cruz	CA	2,561	\$234	
	AT&T Communications, Inc.	5925 W Las Positas Blvd	Pleasanton	CA	49,440	\$4,515	
	AT&T Company	308 W Cypress	Santa Maria	CA	1,552	\$142	
	AT&T Information Systems	333 Beaudry Ave	Los Angeles	CA	5,475	\$500	
	AT&T Technologies	2350 Main St	Irvine	CA	219	\$20	
	Western Electric Company, Inc.	1717 Doolittle Dr	San Leandro	CA	10,160	\$928	
	Western Electric Company, Inc.	505 N 51st Ave	Phoenix	AZ	14,200	\$1,297	
	Western Electric Company, Inc.	Sunset Whitney Ranch - Lincoln			620	\$57	
	Western Electric Company, Inc.	1090 E Duane Ave	Sunnyvale	CA	0	\$0	
	Western Electric Company, Inc.	Sunnyvale CA	Sunnyvale	CA	96	\$9	
	Western Electric Company, Inc.	3300 Industrial Ave	Whitney Ranch	CA	18,917	\$1,727	
	Western Electric Company, Inc.	P O Box 13369	Phoenix	AZ	4,111	\$375	
	Western Electric Company, Inc.	1900 E Duane Ave	Sunnyvale	CA	0	\$0	
	Western Electric Company, Inc.	Sunset Whitney			2,334	\$213	
			TOTAL:		112,083	\$10,236	
Avery Dennison Corporation							
	Avery Graphics	2664 Saturn St	Brea	CA	18,969	\$1,732	
	Dennison Eastman Corporation	3451 Collins Ave	Richmond	CA	127,767	\$11,668	
	White Graphics Systems	2664 Saturn St	Brea	CA	27,309	\$2,494	
			TOTAL:		174,045	\$15,894	
B/E Aerospace, Inc.							
	EECO Inc.	1601 E Chestnut Ave	Sania Ana	CA	24,939	\$2,277	
	Nordskog Co.	16139 Slagg St	Van Nuys	CA	132,399	\$12,091	
	PTC Aerospace	11752 Markon Ave	Garden Grove	CA	801	\$73	
	PTC Aerospace	12272 Monarch	Garden Grove	CA	5,829	\$532	
	Puritan Bennet Systems	111 Penn St	El Segundo	CA	6,365	\$581	
			TOTAL:		170,333	\$15,554	
Cenveo, Inc.							
	Anderson Lithographics	3217 S Garfield	Los Angeles	CA	187,848	\$17,154	
	Anderson Lithographics	1101 E 18th St	Los Angeles	CA	0	\$0	
	Color Graphics	150 N Meyers Ave	Los Angeles	CA	57,849	\$5,283	
	Poser Business Forms	1885 Calle Acto	Camarillo	CA	1,942	\$177	
	Quality Park Products	2345 E 48th St	Vernon	CA	3,623	\$331	
			TOTAL:		251,262	\$22,945	
ConAgra Foods, Inc..							
	Fernando's Foods	1805 N Santa Fe	Compton	CA	38,980	\$3,560	
	Gilroy Foods	1350 Pacheco Pass	Gilroy	CA	4,108	\$375	
	Manie Callender's	721 W First St	Tustin	CA	600	\$55	
			TOTAL:		43,688	\$3,990	

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Appendix A (Revised 12-02-2010)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Continental Chemical Co							
	Continental Chemical Company	1651 Babbitt Ave	Anaheim	CA	100,900	\$9,214	
	Continental Chemical Company	2175 Acomia St	Sacramento	CA	29,397	\$2,685	
			<i>TOTAL:</i>		130,297	\$11,899	
Cosden Oil & Chemical Co							
	Cosden Oil & Chemical	534 W Struck Ave	Orange	CA	125,969	\$11,503	
			<i>TOTAL:</i>		125,969	\$11,503	
Del Mar Development Company, Inc.							
	Del Mar Development Co.	2540 Huntington Pl	San Marino	CA	88,220	\$8,056	
	Del Mar Development Co.	2540 Huntington Pl Ste 203	San Marino	CA	125,520	\$11,462	
			<i>TOTAL:</i>		213,740	\$19,518	
Fairchild Industries							
	Fairchild Control Systems Co.	1800 Rosecrans Ave	Manhattan Beac	CA	152,763	\$13,950	
	Fairchild Ind.	5921 E Sheila St	Commerce	CA	768	\$70	
			<i>TOTAL:</i>		153,531	\$14,020	
Fortin Industries, Inc.							
	Fortin Industries, Inc.	5428 Cleon Ave	North Hollywood	CA	11,820	\$1,079	
	Fortin Industries, Inc.	462 5th St	San Fernando	CA	1,129	\$103	
	Fortin Industries, Inc.	12950 San Fernando Rd	Sylmar	CA	85,025	\$7,764	
	Fortin Laminating	12840 Bradley Ave	Sylmar	CA	37,060	\$3,384	
			<i>TOTAL:</i>		135,034	\$12,330	
Four Seasons Hotels & Resorts							
	Billmore and Corral Casino	1260 Channel Dr (Billmore)			192,505	\$17,579	
	Billmore and Corral Casino	1260 Olive Mill Rd	Santa Barbara	CA	54,258	\$4,955	
	Four Seasons Hotels and Resorts Seasons	9500 Wilshire Blvd	Los Angeles	CA	240	\$22	
			Santa Barbara	CA	23,271	\$2,125	
			<i>TOTAL:</i>		270,274	\$24,681	
Fremont Union High School District							
	Homeslead High School	21370 Homestead	Cupertino	CA	26	\$2	
	Cupertino High School	10100 Finch Ave	Cupertino	CA	4,210	\$384	
	Fremont High School District	589 W Fremont Blvd	Sunnyvale	CA	267,840	\$24,459	
	Lynbrook High School	1280 Johnson	San Jose	CA	665	\$61	
	Monte Vista High School	2184 McClellan	Cupertino	CA	3,823	\$349	
			<i>TOTAL:</i>		276,564	\$25,255	

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Appendix A (Revised 12-02-2010)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Garratt- Callahan Company							
	G-C Lubricants Company	977 Bransten Rd	San Carlos	CA	51,734	\$4,724	
			<i>TOTAL:</i>		51,734	\$4,724	
Gearhart Industries							
	Gearhart Industries	19523 S Susana Rd	Rancho Doming	CA	2,430	\$222	
	Gearhart Industries	400 S Kalorama Dr	Ventura	CA	77,660	\$7,092	
	Gearhart Industries	2020 W 15th St	Long Beach	CA	11,463	\$1,047	
	Hughes Gearhart	400 S Kalorma	Ventura	CA	40,180	\$3,669	
	Welex, Inc.	1301 Callens Rd	Ventura	CA	42,380	\$3,870	
			<i>TOTAL:</i>		174,113	\$15,900	
General Tire Service							
	General Tire Service	1050 Thompson	Ventura	CA	183,320	\$16,741	
			<i>TOTAL:</i>		183,320	\$16,741	
Hercules, Inc.							
	Hercules, Inc.	P O 2723	Portland	OR	1,031	\$94	
	Mica Corp.	3530 Hayden Ave	Culver City	CA	1,677,232	\$153,163	
	Mica Corp.	4893 Newport Ave	San Diego	CA	3,019	\$276	
	Mica Corp./Hercules	8536 National Blvd	Culver City	CA	141,961	\$12,964	
	US Filter Corp.	12442 E Putnam	Whittier	CA	6,700	\$612	
			<i>TOTAL:</i>		1,829,943	\$167,109	
Hobie Cat							
	Coast Catamaran Corporation	33081 Calle Perfecto	San Juan Capist	CA	91,926	\$8,395	
	Coast Catamaran Corporation	4925 E Oceanside Blvd	Oceanside	CA	27,501	\$2,511	
	Hobie Cat	4925 E Oceanside Blvd	Oceanside	CA	1,824	\$167	
			<i>TOTAL:</i>		121,251	\$11,073	
Inland Kenworth, Inc.							
	Inland Kenworth	2757 Leonis	Vernon	CA	194,600	\$17,771	
			<i>TOTAL:</i>		194,600	\$17,771	
Kearfott Corporation							
	Singer Company - Kearfott Division	1370 San Marcos Blvd	San Marcos	CA	520,899	\$47,568	
			<i>TOTAL:</i>		520,899	\$47,568	

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Appendix A (Revised 12-02-2010)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Ken Dale								
	Ken Dale	2230 Lambert Rd	La Habra	CA	703,960		\$64,285	
					<i>TOTAL:</i>	703,960	\$64,285	
L-3 Communication Corporation								
	Datron Systems Inc.	200 W Los Angeles Ave	Simi Valley	CA	19,006		\$1,736	
	Eemco	4585 Electronics Pl	Los Angeles	CA	90,627		\$8,276	
	Linkabit	10453 Roselle	San Diego	CA	3,215		\$294	
	Pulse Engineering, Inc.	7250 Convoy Ct	San Diego	CA	3,659		\$334	
					<i>TOTAL:</i>	116,507	\$10,640	
Life Technologies Corporation								
	Applied Biosystems	850 Lincoln Centre Dr	Foster City	CA	19,032		\$1,738	
	Perkin-Elmer Company	2305 Bering Dr	San Jose	CA	202		\$18	
	Perkin-Elmer Company	411 Clyde Ave	Mountain View	CA	139		\$13	
	Perkin-Elmer Company	2771 N Garey Ave	Pomona	CA	8,692		\$794	
	Perkin-Elmer Company	15042 "A" Parkway Loop	Tustin	CA	121		\$11	
	Perkin-Elmer Company	26460 Corporate Ave	Hayward	CA	39,129		\$3,573	
	Perkin-Elmer Company	3255-3A Scott Blvd	Santa Clara	CA	256		\$23	
	Perkin-Elmer Company	2690 Casey Ave	Mountain View	CA	1,993		\$182	
	Perkin-Elmer Company	7421 Orangewood Ave	Garden Grove	CA	63,270		\$5,778	
					<i>TOTAL:</i>	132,834	\$12,130	
Macy's Inc.								
	Broadway Department Stores	3880 N Mission Rd	Los Angeles	CA	14,560		\$1,330	
	Bullocks	925 W 8th St	Los Angeles	CA	2,471		\$226	
	Bullocks	#2 Fashion Square	Santa Ana	CA	73,440		\$6,706	
	Macy's	414 N?			0		\$0	
	Macy's				0		\$0	
	May Company	6160 Laurel Canyon Blvd	North Hollywood	CA	1,485		\$136	
	May Company	21900 Van Owen	Canoga Park	CA	2,769		\$253	
	May Company	3447 S Grand	Los Angeles	CA	7,600		\$694	
	The Broadway	3880 N Mission Rd	Los Angeles	CA	943		\$86	
					<i>TOTAL:</i>	103,268	\$9,431	
Marborg Industries								
	Marborg Disposal Co.	136 N Quarantina St	Santa Barbara	CA	111,723		\$10,202	
					<i>TOTAL:</i>	111,723	\$10,202	
Maxwell Technologies								
	Maxwell Laboratories, Inc.	8888 Balboa Ave	San Diego	CA	12,083		\$1,103	
	Maxwell Laboratories, Inc.	4241 Ponderosa	San Diego	CA	1,050		\$96	
	Maxwell Laboratories, Inc.	4949 Greengraig Ln	San Diego	CA	23,900		\$2,183	
	Maxwell Laboratories, Inc.	9110 Balboa Ave	San Diego	CA	50,018		\$4,568	
	Maxwell Laboratories, Inc.	9244 Balboa Ave	San Diego	CA	13,087		\$1,195	
	S. Cubed	3398 Carmel Mountain Rd	San Diego	CA	38,259		\$3,494	
					<i>TOTAL:</i>	138,397	\$12,639	

Appendix A (Revised 12-02-2010)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Memorex Corporation/Unisys							
	Memorex Corporation	1352 Reynolds	Irvine	CA	5,110	\$467	
	Memorex Corporation	1200 Memorex Dr	Santa Clara	CA	408,191	\$37,276	
	Memorex Corporation	463 S Milpitas Blvd	Milpitas	CA	3,962	\$362	
	Memorex Corporation	1040 Deguffio	Santa Clara	CA	3,010	\$275	
	Memorex Corporation				18,540	\$1,693	
	Memorex Corporation	305 N Crescent Way	Anaheim	CA	22,017	\$2,011	
	Memorex Corporation	San Thomas at Central	Santa Clara	CA	32,700	\$2,986	
	Memorex Corporation	1640 Le Ginte		CA	2,347	\$214	
	Memorex Corporation/Unisys	2121 Walsh Ave	Santa Clara	CA	147,010	\$13,425	
			TOTAL:		642,887	\$58,709	
Mountain High Ski Resort							
	Mountain High Ski Resort	25234 Hwy 11	Wrightwood	CA	120,740	\$11,026	
			TOTAL:		120,740	\$11,026	
Newell Rubbermaid, Inc.							
	Dorfile, Shelving & Storage	6414 Gayhart St	Los Angeles	CA	8,966	\$819	
	Dorfile, Shelving & Storage	3136 E Washington	Los Angeles	CA	59,724	\$5,454	
	Kirsch	17452 Armstrong	Irvine	CA	6,556	\$599	
	Little Tykes	1115 John Reed Ct	City of Industry	CA	3,007	\$275	
			TOTAL:		78,253	\$7,147	
Nowsco Services, Inc.							
	Nonsco Service	2451 South St	Long Beach	CA	105,960	\$9,676	
			TOTAL:		105,960	\$9,676	
Orange County Plating Co., Inc.							
	Orange County Plating Co., Inc.	940 N Parker St	Orange	CA	148,042	\$13,519	
			TOTAL:		148,042	\$13,519	
Racor Industries, Inc.							
	Racor Industries, Inc.	1137 Barium Rd	Modesto	CA	18,380	\$1,678	
	Racor Industries, Inc.	3400 Finch Rd	Modesto	CA	52,746	\$4,817	
			TOTAL:		71,126	\$6,495	
Rainbow Disposal Co							
	Rainbow Disposal	17121 Nichols		CA	133,953	\$12,232	
			TOTAL:		133,953	\$12,232	

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Appendix A (Revised 12-02-2010)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Roberts Holdings, LLC	E.V. Roberts & Associates	8500 Stellar Dr	Culver City	CA	103,830	\$9,482	
			<i>TOTAL:</i>		103,830	\$9,482	
Soil Serv, Inc.	Soil Serv, Inc.	P O Box 3650	Salinas	CA	208,360	\$19,027	
	Soil Serv, Inc.	Bitter?			26,271	\$2,399	
			<i>TOTAL:</i>		234,631	\$21,426	
Spectra	Spectra		Santa Maria	CA	1,489,940	\$136,060	
			<i>TOTAL:</i>		1,489,940	\$136,060	
State Industries Inc.	State Industries	P O Box 844	Henderson	NV	140,860	\$12,863	
			<i>TOTAL:</i>		140,860	\$12,863	
Sunkist Growers, Inc.	Sunkist Growers	14130 Riverside Dr	Sherman Oaks	CA	2,300	\$210	
	Sunkist Growers	P O Box 3720	Ontario	CA	4,580	\$418	
	Sunkist Growers	P O Box 7888	Van Nuys	CA	4,016	\$367	
	Sunkist Growers	616 E Sunkist St	Ontario	CA	107,131	\$9,783	
	Sunkist Growers	355 N Joy St	Corona	CA	11,924	\$1,089	
			<i>TOTAL:</i>		129,951	\$11,867	
The Hon Company	Corry Jamestown	7901 Woodley	Van Nuys	CA	29,540	\$2,698	
	Holga Metal Products Corp.	7901 Woodley	Van Nuys	CA	27,270	\$2,490	
	Hon Industries	2323 Firestone Blvd	South Gate	CA	92,340	\$8,432	
			<i>TOTAL:</i>		149,150	\$13,620	
The Sherwin-Williams Company	Pratt & Lambert	1405 N Batavia St	Orange	CA	17,900	\$1,635	
	Sherwin-Williams Paint Co.	4267 Market St	Riverside	CA	6,216	\$568	
	Sherwin-Williams Paint Company	6930 Telegraph Rd	Commerce	CA	30,169	\$2,755	
	Sherwin-Williams Paint Company	P O Box 23505	Oakland	CA	31,700	\$2,895	
	Sherwin-Williams Paint Company	4267 Market St	Riverside	CA	1,022	\$93	
	Sherwin-Williams Paint Company	1450 Sherwin Ave	Emeryville	CA	678	\$62	
	Spray-On Products	3818 E Coronado St	Anaheim	CA	80,808	\$7,379	
			<i>TOTAL:</i>		168,493	\$15,387	

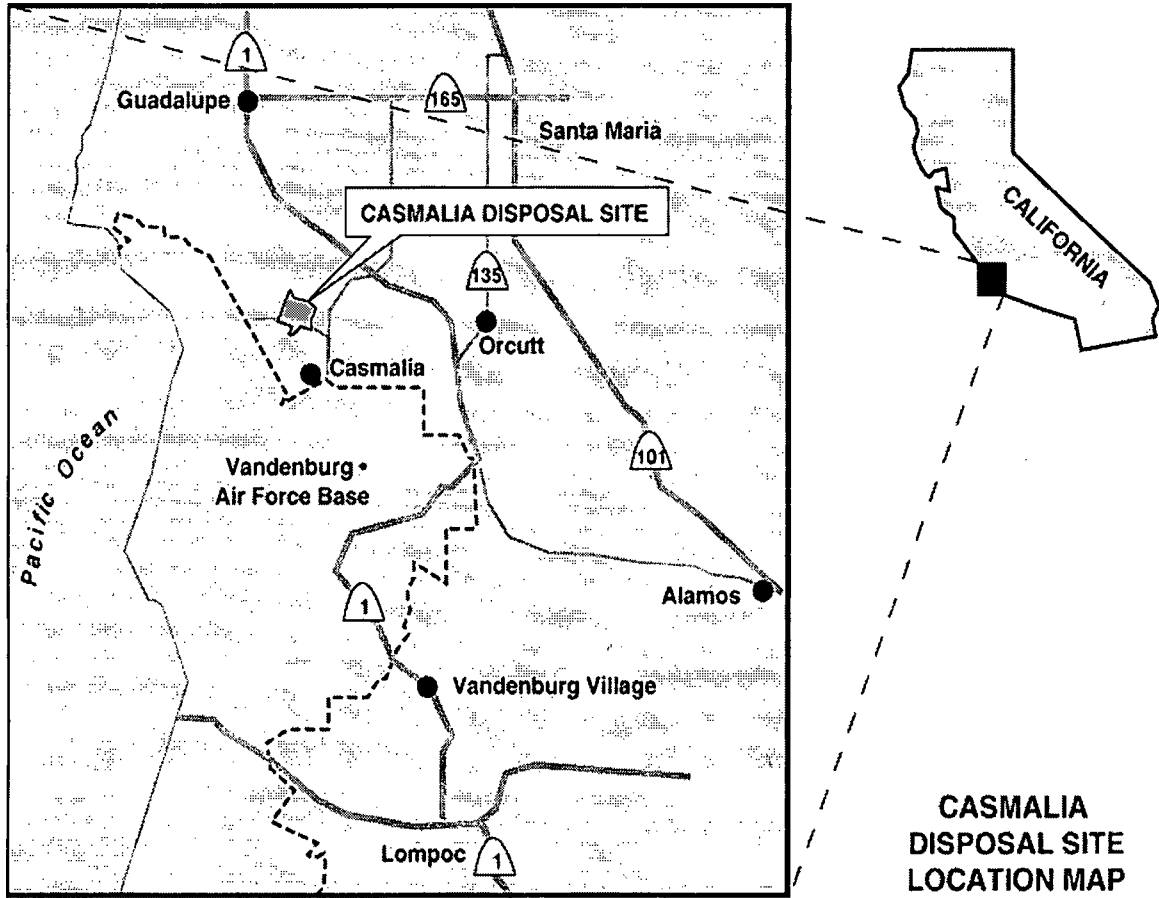
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Appendix A (Revised 12-02-2010)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Ultra Systems Inc.							
Ultra Systems Inc.	Ultra Systems Inc.	16845 Von Karmen Ave	Irvine	CA	852	\$78	
	Ultrasystems Defense	16845 Von Karman Ave	Irvine	CA	215,940	\$19,719	
	Ultrasystems Defense	8755 Hwy 120	Chinese Camp	CA	159,940	\$14,606	
			TOTAL:		376,732	\$34,403	
Univar Corporation							
	Chem Central	13900 Carmenita Rd	Santa Fe Spring	CA	9,717	\$887	
	Chem Central San Francisco	31702 Hayman St	Hayward	CA	80,263	\$7,330	
	Univar Corporation, Van Waters & Rogers	1363 S Bonnie Beach	Los Angeles	CA	34,811	\$3,179	
	Van Waters & Rogers	1363 S Bonnie Beach	Los Angeles	CA	154,888	\$14,144	
	Van Waters & Rogers	P O Box 646	Fresno	CA	120	\$11	
	Van Waters & Rogers	50 S 45th Ave	Phoenix	AZ	288	\$26	
	Van Waters & Rogers	3950 NW Yeon Ave	Portland	OR	14,400	\$1,315	
			TOTAL:		294,487	\$26,892	
Valley Nissan Volvo Inc.							
	Valley Nissan/Volvo	6015 Scarlett Ct	Dublin	CA	171,300	\$15,643	
			TOTAL:		171,300	\$15,643	
Verbatim Corporation							
	Verbatim Corporation	360 N Pastoria Way	Sunnyvale	CA	5,086	\$464	
	Verbatim Corporation	323 Soquel Way	Sunnyvale	CA	244,186	\$22,299	
	Verbatim Corporation	810 Kifer Rd	Sunnyvale	CA	1,967	\$180	
			TOTAL:		251,239	\$22,943	
Western Kraft (n/k/a Willamette Industries)							
	Western Craft				20,400	\$1,863	
	Western Craft	Springville?			20,160	\$1,841	
	Western Craft	P O Box 345	Port Hueneme	CA	57,080	\$5,212	
	Western Craft	805 E Middlefield Rd	Mountain View	CA	0	\$0	
	Western Craft	5936 Perkins Rd	Oxnard	CA	179,340	\$16,377	
	Western Craft	2000 Pleasant Valley Rd	Camarillo	CA	38,200	\$3,488	
	Western Craft	18029 Valleyview	Cerritos	CA	39,079	\$3,569	
	Western Craft	5936 Perkins Rd Box 345	Oxnard	CA	6,780	\$619	
	Western Craft, Folding Ctn. Division	2000 Pleasant Valley Rd	Camarillo	CA	49,580	\$4,528	
	Willamette Industries	P.O Box 519	Port Hueneme	CA	78,081	\$7,130	
	Willamette Industries	5936 Perkins Rd	Oxnard	CA	18,581	\$1,697	
	Willamette Industries	14100 Vine Pl	Cerritos	CA	141,640	\$12,934	
			TOTAL:		648,921	\$59,258	

CDM244817

Appendix B - Site location Map



Appendix C
Contaminants List

CHEMICAL NAME	
1,1,1-Trichloroethane	1,2-Dibromoethane
1,1,2,2-Tetrachloroethane	1,2-Dichlorobenzene
1,1,2-Trichloro-1,2,2-trifluoroethane	1,2-Dichloroethane
1,1,2-Trichloroethane	1,2-Dichloropropane
1,1-Dichloroethane	1,3,5-Trimethylbenzene
1,1-Dichloroethene	1,3-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDD	1,4-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDF	1,4-Dioxane
1,2,3,4,6,7,8-HpCDD	1,4-Naphthoquinone
1,2,3,4,6,7,8-HpCDF	1,4-Phenylenediamine
1,2,3,4,7,8,9-HpCDF	2,3,4,6,7,8-HxCDF
1,2,3,4,7,8-HxCDD	2,3,4,6-Tetrachlorophenol
1,2,3,4,7,8-HxCDF	2,3,4,7,8-PeCDF
1,2,3,6,7,8-HxCDD	2,3,7,8-TCDD
1,2,3,6,7,8-HxCDF	2,3,7,8-TCDF
1,2,3,7,8,9-HxCDD	2,4,5-T
1,2,3,7,8,9-HxCDF	2,4,5-TP (Silvex)
1,2,3,7,8-PeCDD	2,4,5-Trichlorophenol
1,2,3,7,8-PeCDF	2,4-D
1,2,3-Trichlorobenzene	2,4-Dichlorophenol
1,2,4-Trichlorobenzene	2,4-Dimethylphenol
1,2,4-Trimethylbenzene	2,4-Dinitrophenol
1,2-Dibromo-3-chloropropane	2,6-Dichlorophenol

**Appendix C
Contaminants List**

CHEMICAL NAME	
2-Chlorophenol	Benzyl butyl phthalate
2-Chlorotoluene	Beryllium
2-Hexanone	Beryllium
2-Methylnaphthalene	Beta BHC
2-Nitrophenol	bis(2-Chloroethoxy) methane
2-Picoline	bis(2-Chloroethyl) ether
4,4'-DDT	bis(2-Ethylhexyl) phthalate
4-Chloro-3-methylphenol	Bromide
4-Nitrophenol	Bromobenzene
Acenaphthene	Bromochloromethane
Acenaphthylene	Bromodichloromethane
Acetone	Bromoform
Acetonitrile	Bromomethane
Acetophenone	Cadmium
Aldrin	Carbon disulfide
Allyl chloride	Carbon tetrachloride
Alpha BHC	Chlorobenzene
Aniline	Chloroethane
Antimony	Chloroform
Arsenic	Chloromethane
Barium	Chromium
Benzene	cis-1,2-Dichloroethene
CHEMICAL NAME	

Appendix C
Contaminants List

Benzo[a]pyrene	cis-1,3-Dichloropropene
Benzo[b]fluoranthene	Cobalt
Benzoic acid	Copper
Benzyl alcohol	Cyclohexanone
DBCP	Hexachlorobutadiene
delta-BHC	Isobutyl alcohol
Di-n-butyl phthalate	Isophorone
Dibromomethane	Isopropyl alcohol
Dicamba	Isopropylbenzene
Dichlorodifluoromethane	Lead
Dichloroprop	m-Cresol
Diesel Range Organics (C12 - C24)	MCPP
Diethyl phthalate	Mercury
Dimethyl phthalate	Methoxychlor
Dinoseb	Methyl ethyl ketone
EDB	Methyl isobutyl ketone
Endrin	Methylene chloride
Ethane, 1,1,2,2-tetrachloro- 1,2-di	Molybdenum
Ethanol	n-Butylbenzene
Ethylbenzene	N-Nitrosodi-n-butylamine
Fluoranthene	N-Nitrosodiethylamine
Fluorene	N-Nitrosodimethylamine
gamma-BHC (Lindane)	N-Nitrosomethylethylamine

Appendix C
Contaminants List

CHEMICAL NAME	
Hepta-CDDs	N-Nitrosomorpholine
Hepta-CDFs	n-Propylbenzene
Heptachlor	Naphthalene
Heptachlor epoxide	Nickel
Hexa-CDDs	o-Cresol
Hexa-CDFs	o-Xylene
Hexachlorobenzene	p-Cresol
p-Isopropyltoluene	Tetra-CDFs
Penta-CDDs	Tetrachloroethene
Penta-CDFs	Tetrahydrofuran
Pentachlorophenol	Thallium
Phenanthrene	Tin
Phenol	Toluene
Pyrene	Total Petroleum Hydrocarbons as Diesel Fuel
Pyridine	Total xylenes
sec-Butylbenzene	trans-1,2-Dichloroethene
Selenium	Trichloroethene
Silver	Trichloroethylene
Sodium	Trichlorofluoromethane
Styrene	Vanadium
Sulfate	Vinyl acetate
Sulfide	Vinyl chloride
Tetra-CDDs	Zinc

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CONSENT AND AUTHORIZATION

All Metal Processing of Orange County

All Metal Processing of Orange County ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2nd DAY OF Sept., 2010

By: 
(Signature)

By: Kevin Fairfax
(Print or Type Name)

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

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

CDM238579

CONSENT AND AUTHORIZATION

Allen Foam Industries, Inc.

CORPORATION

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

AGREED THIS 16th DAY OF Sept, 2010

By: [Signature] (Signature)

By: Richard J. Jocsak (Print or Type Name)

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

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

CDM238597

CONSENT AND AUTHORIZATION

American Pharmaseal Labs

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

AGREED THIS 16th DAY OF Sept., 2010

By: Peter Etienne (Lab-b)
(Signature)

By: Peter Etienne
(Print or Type Name)
Baxter Healthcare Corporation
One Baxter Parkway
Deerfield, IL 60015

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

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

CDM238634

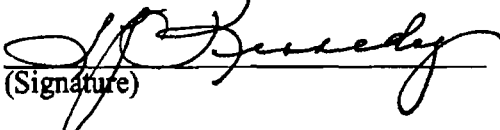
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CONSENT AND AUTHORIZATION

Amex Systems, Inc.

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

AGREED THIS 14 DAY OF September, 2010

By: 
(Signature)

By: TROY J. KENNEDY
(Print or Type Name)
REMEDIATION DIRECTOR

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

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

CDM238610

CONSENT AND AUTHORIZATION

Associated Plating Company, Inc.

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

AGREED THIS _____ DAY OF _____, 2010

By: [Signature]
(Signature)

By: MICHAEL EVANS
(Print or Type Name)

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

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

CDM238638

CONSENT AND AUTHORIZATION

AT&T Communications, Inc., other subsidiaries of AT&T, Inc., and Alcatel-Lucent USA Inc. as successor in interest to the claims asserted against Western Electric Company, Inc. and AT&T Technologies, Inc.

AT&T Communications, Inc., other subsidiaries of AT&T, Inc., and Alcatel-Lucent USA Inc. as successor in interest to the claims asserted against Western Electric Company, Inc. and AT&T Technologies, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 15th DAY OF October, 2010

By: [Signature] (Signature)

By: Paul Shorb (Print or Type Name)

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

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

CDM239370


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CONSENT AND AUTHORIZATION

Avery Dennison Corporation

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

AGREED THIS 2nd DAY OF September, 2010

By: 
(Signature)

By: Timothy Leahy - VP Environmental, Health & Safety
(Print or Type Name)

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

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

CDM238630

CONSENT AND AUTHORIZATION

B/E Aerospace

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

AGREED THIS 8th DAY OF September, 2010

By: Eric J. Walsh
(Signature)

By: Eric J. Walsh
(Print or Type Name)

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

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

CDM238589

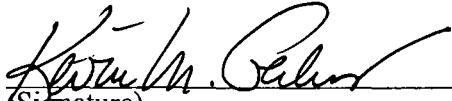
CONSENT AND AUTHORIZATION

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~~Kearfott Corporation~~

BAE Systems Information and Electronic Systems Integration Inc.*
~~Kearfott Corporation~~ ("Settling Party"), by the duly authorized representative named below,
hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and
conditions hereof.

AGREED THIS 24th DAY OF September, 2010

By: 
(Signature)

By: Kevin M. Perkins
(Print or Type Name)
Vice President & Secretary

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

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

* Kearfott Corporation has contended to BAE Systems that it (BAE Systems) is liable for the San Marcos, California operations and further contends that BAE Systems Inc. is the successor-in-interest. BAE Systems has determined to settle the EPA claim with respect to the San Marcos operation while reserving its rights as against Kearfott to reimbursement.

CDM239178

CONSENT AND AUTHORIZATION

Cenveo

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

AGREED THIS 10th DAY OF September, 2010

By: [Handwritten Signature]
(Signature)

By: PETER J POPOULLS
(Print or Type Name)

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

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


CDM238609

CONSENT AND AUTHORIZATION

Continental Chemical Co.

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

AGREED THIS 7th DAY OF September, 2010

By: 
(Signature)

By: Cameron W. Cord
(Print or Type Name)

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

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

CDM238662

CONSENT AND AUTHORIZATION

Del Mar Development Company, Inc.

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

AGREED THIS 8th DAY OF September 2010

By: Gail H. Kerry
(Signature)

By: Gail H. Kerry
(Print or Type Name)

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

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


CDM238748

CONSENT AND AUTHORIZATION

Fortin Industries, Inc.

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

AGREED THIS 14th DAY OF SEPTEMBER, 2010

By: 
(Signature)

By: Eric J. Sobczak
(Print or Type Name)

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

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

CDM238627

CONSENT AND AUTHORIZATION

Four Seasons Hotels and Resorts

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

AGREED THIS 26th DAY OF August, 2010

By: S. Cohen / L. Vanderjagt
(Signature)

By: SARAH COHEN / LAUREL VANDERJAGT
(Print or Type Name)

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

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

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

CDM238550

CONSENT AND AUTHORIZATION

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Fremont Union High School District

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

AGREED THIS 14th DAY OF September, 2010

By: *cmallery*
(Signature)

By: Christine Mallery
(Print or Type Name)

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

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

CDM238617

CONSENT AND AUTHORIZATION

Garratt-Callahan Company

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

AGREED THIS 09 DAY OF 03, 2010

By: [Signature]
(Signature)

By: JEFFREY L. GARRATT
(Print or Type Name)

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

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

CDM238571

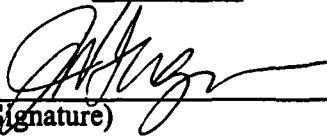
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CONSENT AND AUTHORIZATION

Gearhart Industries

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

AGREED THIS 14th DAY OF September, 2010

By: 
(Signature)

By: James W. Ferguson
(Print or Type Name)

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

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

CDM239165

CONSENT AND AUTHORIZATION

General Tire Service

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

AGREED THIS 15th DAY OF September 2010

By: [Signature] (Signature)

By: Rick Holcomb (Print or Type Name)

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

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

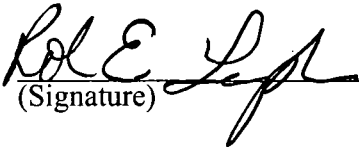
CDM238667

CONSENT AND AUTHORIZATION

Hercules Incorporated, for itself, Mica Corporation and US Filter

Hercules Incorporated, for itself, Mica Corporation and US Filter ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 17th DAY OF Sept., 2010

By: 
(Signature)

By: Robin E. Lampkin, Senior Group Counsel
(Print or Type Name)

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

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

CDM239464

CONSENT AND AUTHORIZATION

Hobie Cat (f/k/a Coast Catamaran Corp)

Hobie Cat (f/k/a Coast Catamaran Corp) ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 13th DAY OF Sept., 2010

By: [Signature]
(Signature)

By: Steven Fasman
(Print or Type Name)

Authorized Officer of New Coleman Holdings Inc., successor to Coast Catamaran Corp. (d/b/a Hobie Cat)

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

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

CDM238660


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CONSENT AND AUTHORIZATION

Inland Kenworth, Inc.

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

AGREED THIS 24th DAY OF AUGUST, 2010

By: 
(Signature)

By: LES ZIEGLER/CFO
(Print or Type Name)

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

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

CDM238541

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CONSENT AND AUTHORIZATION

Ken Dale

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

AGREED THIS 15th DAY OF SEPTEMBER 2010

By: Ken Dale
(Signature)

By: KEN DALE
(Print or Type Name)

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

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

CDM238668

CONSENT AND AUTHORIZATION

L-3 Communication Corporation

L-3 Communication Corporation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 10th DAY OF September, 2010

By: [Signature] (Signature)

By: DAVID Reilly L-3 Communication Corporation (Print or Type Name) via President

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

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

CDM238664

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CONSENT AND AUTHORIZATION

Life Technologies Corporation

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

AGREED THIS 2 DAY OF Sept., 2010

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

By: Joseph W. Secondine, Jr.
(Print or Type Name)

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

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

CDM238694

CONSENT AND AUTHORIZATION

Macy's

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

AGREED THIS 14th DAY OF September, 2010

By: [Signature] (Signature)

By: Richard A. Cohen (Print or Type Name) Group Vice President - Legislative Affairs

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

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


CDM238696

1 **CONSENT AND AUTHORIZATION**

2 Macy's Inc.

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

6 AGREED THIS 13th DAY OF October, 2010

7
8 By: 
9 (Signature)

10 By: Richard A. Cohen
11 (Print or Type Name) GVF - Law Department

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

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

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

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24 **CDM239373**

CONSENT AND AUTHORIZATION

Manhattan Beach Holding Corp., on its own behalf and on behalf of Fairchild Industries, Inc. and its successors, and on behalf of Fairchild Controls Coporation, Matra Aerospace, Inc., EADS North America, Inc., and EADS North America Holdings, Inc.

Manhattan Beach Holding Corp., on its own behalf and on behalf of Fairchild Industries, Inc. and its successors, and on behalf of Fairchild Controls Coporation, Matra Aerospace, Inc., EADS North America, Inc., and EADS North America Holdings, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 21 DAY OF September, 2010

By: [Handwritten Signature] (Signature)

By: KEVIN SHERFEY (Print or Type Name) officer/director

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

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

CDM239173

CONSENT AND AUTHORIZATION

MarBorg Industries

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

AGREED THIS 17 DAY OF September, 2010

By: Mario A Borgatello
(Signature)

By: Mario A Borgatello
(Print or Type Name)

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

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

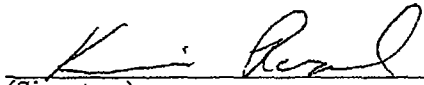
CDM238643

CONSENT AND AUTHORIZATION

Maxwell Technologies, Inc.

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

AGREED THIS 8th DAY OF November, 2010

By: 
(Signature)

By: Kevin Royal, CFO
(Print or Type Name)

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

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

CDM239380

CONSENT AND AUTHORIZATION

Memorex Telex Corporation/Unisys

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

AGREED THIS 10th DAY OF September, 2010

By: Kevin D. Keueger
(Signature)

By: KEVIN D. KEUEGER
(Print or Type Name)

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

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

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

CDM239212

1 **CONSENT AND AUTHORIZATION**

2 Memorex Corporation/Unisys

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

6 AGREED THIS 12th DAY OF October, 2010

7
8 By: Kevin Krueger
9 (Signature)

10 By: KEVIN KRUEGER
11 (Print or Type Name)

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

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

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

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23 **CDM239358**

CONSENT AND AUTHORIZATION

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Mountain High Ski Resort

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

AGREED THIS 13 DAY OF September, 2010

By: [Signature]
(Signature)

By: Michelle Ray CFO
(Print or Type Name)

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

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

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CDM238612

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CONSENT AND AUTHORIZATION

Newell Rubbermaid, Inc.

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

AGREED THIS 9th DAY OF September, 2010

By: 
(Signature)

By: Michael R. Peterson
Assistant Secretary
(Print or Type Name)

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

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


CDM238683

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3 **CONSENT AND AUTHORIZATION**

4 Newsco Services, Inc.

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

8 AGREED THIS 1 DAY OF SEPT, 2010

9 By: 
(Signature)

10 By: MICHAEL STODDARD
(Print or Type Name)

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

- 14 I elect to settle subject to the terms and conditions of Settlement Option A.
15 I elect to settle subject to the terms and conditions of Settlement Option B.
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23 **CDM239312**

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CONSENT AND AUTHORIZATION

Orange County Plating Co., Inc.

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

AGREED THIS 13 DAY OF Sept, 2010

By: *Lawrence D. Howitzel*
(Signature)

By: Lawrence D. Howitzel
(Print or Type Name)

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

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

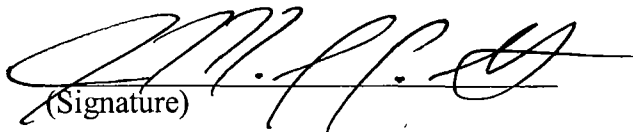
CDM238595

1 **CONSENT AND AUTHORIZATION**

2 Rainbow Disposal

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

7 AGREED THIS 18th DAY OF August, 2010

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9 By: 
(Signature)

10
11 By: Jerry Moffatt
(Print or Type Name)

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

- 15 I elect to settle subject to the terms and conditions of Settlement Option A.
16 I elect to settle subject to the terms and conditions of Settlement Option B.
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26 **CDM238462**

1 **CONSENT AND AUTHORIZATION**

2 Racor Industries, Inc.

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

6
7 AGREED THIS 13th DAY OF Oct, 2010

8 By: Thomas A. Piratino, Jr.
9 (Signature)

10 By: THOMAS A. PIRATINO, JR.
11 (Print or Type Name) *Vice President, Parker Hannifin Corporation, successor-in-interest*
12 *to Racor Industries, Inc., by merger*

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

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

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24 **CDM239368**

CONSENT AND AUTHORIZATION

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Racor Industries, Inc.

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

AGREED THIS 16TH DAY OF SEPT, 2010

By: MUM
(Signature)

By: MARTHA CONNELL
(Print or Type Name)

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

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

CDM238724

CONSENT AND AUTHORIZATION

Roberts Holdings, LLC.

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

AGREED THIS 15th DAY OF September, 2010

By: *Eugene Petrucci*
(Signature)

Eugene Petrucci, Trustee, Member

By: *Thomas Docter, Trustee, Member*
(Print or Type Name)

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

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

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

CDM238604

CONSENT AND AUTHORIZATION

SoilServ

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

AGREED THIS 19 DAY OF August, 2010

By: [Signature] (Signature)

By: Joel S. Wiley (Print or Type Name)

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

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

CDM238554


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CONSENT AND AUTHORIZATION

State Industries

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

AGREED THIS 14th DAY OF September, 2010

By: 
(Signature)

By: SCOTT E GARRETT
(Print or Type Name)
ASSOCIATE GENERAL COUNSEL

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

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

CDM238719

CONSENT AND AUTHORIZATION

Sunkist Growers, Inc.

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

AGREED THIS 14th DAY OF Sept., 2010

By: [Signature]
(Signature) Sr. Vice President, Law + Gen'l Counsel

By: Charles L. Woltmann
(Print or Type Name)

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

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

CDM238616

CONSENT AND AUTHORIZATION

Texas Eastern Corporation

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

AGREED THIS 3rd DAY OF September, 2010

By: 
(Signature)

By: Reginald D. Hedgebeth
(Print or Type Name)
General Counsel

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

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

CDM238650

CONSENT AND AUTHORIZATION

The Hon Company

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

AGREED THIS 10th DAY OF September, 2010

By: [Signature]
(Signature)

By: GARY CARLSON
(Print or Type Name)

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

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

CDM238654

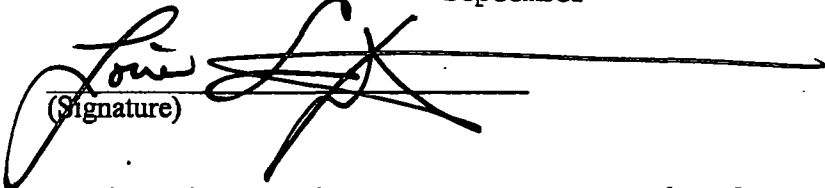
CONSENT AND AUTHORIZATION

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The Sherwin-Williams Company

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

AGREED THIS 10th DAY OF September 2010

By: 
(Signature)

By: Senior Vice President, General Counsel and Secretary
(Print or Type Name)

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

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

CDM238621

CONSENT AND AUTHORIZATION

Ultrasystems, Inc.

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

AGREED THIS 14th DAY OF September, 2010

By: [Signature] (Signature)

Dorothy E. O'Brien

By: VICE PRESIDENT, DEPUTY GENERAL COUNSEL, (Print or Type Name) L&L + EVOLUTION MEDICAL ATTORNEY

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

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

CDM238647

CONSENT AND AUTHORIZATION

USA Inc.
Univar Corporation

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

AGREED THIS 18th DAY OF August, 2010

By: Leslie R. Schenck
(Signature)

By: Leslie R. Schenck
(Print or Type Name)
Asst. General Counsel.
Univar USA, Inc.

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

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

CDM238691



Payment Invoice

Casmalia Disposal Site

Please complete this form and mail the completed form to:

The Fisher McGlothin Group
Morgan Stanley Smith Barney LLC
1111 Northshore Drive, Suite N-160
Knoxville, TN 37919
Attention: Sally A. Fisher
Tel: 865-558-9000
First Vice President - Wealth Management
Re: Casmalia Custody Account

This form should accompany your payment if your company or organization pays by cashier's or certified check. It should be sent without your payment if your company or organization wired payment to Citibank, N.A. (see Settlement Instructions).

Please send a copy of your form to:

Casmalia Case Team
U.S. EPA Region IX
75 Hawthorne St. (SFD-7-1)
San Francisco, CA 94105-3901

PAYOR	Univar Corporation
COMPANY NAME IF DIFFERENT FROM Univar Corporation	UNIVAR USA INC.
DATE	September 7, 2010
PAYMENT AMOUNT	\$26,892.00
MANNER IN WHICH PAYMENT IS BEING MADE (i.e., wire transfer or check)	CASHIER'S CHECK #1730372814
CHECK NUMBER (if applicable)	# 1730372814
SIGNATORY OF CHECK (if applicable)	
REFERENCE	Casmalia Resources Site Custodial Agreement
U.S. EPA REGIONAL SITE SPILL ID NUMBER	09-3H

CONSENT AND AUTHORIZATION

Valley Nissan Volvo, Inc.

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

AGREED THIS 23rd DAY OF Sep, 2010

By: [Signature] (Signature)

By: DAN LIND VP/CEO (Print or Type Name)

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

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

CDM239467

CONSENT AND AUTHORIZATION

Verbatim Corporation

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

AGREED THIS 9th DAY OF September, 2010

By: Terry W. Young (Signature)

By: Terry W. Young, Treasurer (Print or Type Name)

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

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

CDM238687

CONSENT AND AUTHORIZATION

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2 Weyerhaeuser NR Company, as successor to Western Kraft (n/k/a Willamette Industries)

3 Weyerhaeuser NR Company, as successor to Western Kraft (n/k/a Willamette Industries)
4 ("Settling Party"), by the duly authorized representative named below, hereby consents to this
5 Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

6 AGREED THIS 16th DAY OF SEPT, 2010

7
8 By: Ken Johnson
9 (Signature)

10 By: KEN JOHNSON
11 (Print or Type Name)

12
13 Please elect either Settlement Option A or B by checking the appropriate box:

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

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