
IN THE MATTER OF:)
)
Omega Chemical)
Superfund Site)
)
Whittier, California)
)
Proceeding under Section 122(g)(4))
of the Comprehensive Environmental)
Response, Compensation, and)
Liability Act, 42 U.S.C. § 9622(g)(4))

U.S. EPA Docket No. 2019-13

**ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT**

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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 (“CERCLA”), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E (De Minimis Settlements). The Regional Administrator for Region IX, through Regional Delegation R9-1200 TN 2018-01, dated May 9, 2018, redelegated the authority to the division director, deputy director, and branch chiefs or equivalent of the Superfund Division.
2. This Settlement Agreement is issued to the persons, corporations, or other entities identified in Appendix A (“Respondents”) and to the United States Postal Service (“Settling Federal Agency”). Each Respondent and the Settling Federal Agency agrees to undertake all actions required by this Settlement Agreement. Each Respondent and the Settling Federal Agency further consents to and will not contest EPA’s jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.
3. EPA, Respondents, and the Settling Federal Agency agree that the actions undertaken by Respondents and the Settling Federal Agency in accordance with this Settlement Agreement do not constitute an admission of any liability by any Respondent or the Settling Federal Agency. Respondents and the Settling Federal Agency 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 Determinations contained in Sections V and VI, respectively, of this Settlement Agreement.

II. PARTIES BOUND

4. This Settlement Agreement shall apply to and be binding upon EPA, the United States on behalf of the Settling Federal Agency, and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent’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 execute and bind legally the party represented by him or her.

III. STATEMENT OF PURPOSE

5. By entering into this Settlement Agreement, the mutual objectives of the Parties are:
 - a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 112(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents and the Settling Federal Agency 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, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents and the Settling Federal Agency for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Respondents and the Settling Federal Agency 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), or as otherwise may be provided by law.

IV. DEFINITIONS

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

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

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

“DTSC” shall mean the California Department of Toxic Substances Control.

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

“EPA” shall mean the U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

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

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“LARWQCB” shall mean the Los Angeles Regional Water Quality Control Board, one of nine semiautonomous boards that coordinate with the Californian State Water Resources Control Board to implement state and federal water pollution control efforts.

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

“Omega Chemical Facility” shall mean the property at 12504 and 12512 East Whittier Boulevard, Whittier, California, Los Angeles County, historically used for operations by the former Omega Chemical Corporation (“OCC”) and Omega Refrigerant Reclamation Company (“ORRC”).

“Omega Chemical Superfund Site Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

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

“Parties” shall mean EPA, Respondents, and Settling Federal Agencies.

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

“Respondents” shall mean those persons, corporations, or other entities listed in Appendix A.

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

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

“Settling Federal Agency” shall mean the United States Postal Service and its successor departments, agencies, or instrumentalities.

“Site” shall mean the Omega Chemical Superfund Site, which includes contamination at the Omega Chemical Facility and its immediate vicinity as well as a plume of contaminated groundwater that extends approximately four-and-one-half miles downgradient from the Omega Chemical Facility. The Site is generally shown on the maps attached as Appendix B.

“State” shall mean the State of California.

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

V. STATEMENT OF FACTS

7. The Omega Chemical Superfund Site is located in Los Angeles County, California. The Site consists of three operable units (“OUs”): OU-1 includes the vadose zone soils and shallow groundwater contamination at the former Omega Chemical Facility and in its immediate vicinity; OU-2 is the groundwater contamination outside and generally downgradient of OU-1; OU-3 consists of indoor air contamination at buildings located in the immediate vicinity of the Omega Chemical Facility.
8. From approximately 1976 to 1991, OCC and ORRC operated a used solvent and refrigerant recycling, reformulation, and treatment facility at the Omega Chemical Facility. These businesses primarily handled chlorinated solvents such as degreasing and dry-cleaning chemicals and refrigerants.
9. Beginning in the 1980s, DTSC inspected the Omega Chemical Facility numerous times and issued it several notices of violations. In January 1995, EPA inspectors observed approximately 3,000 drums at the Omega Chemical Facility in various stages of deterioration, many of which were corroded and leaking. Leaking substances were migrating to other portions of the property and offsite, and numerous hazardous substances were identified in soil and groundwater beneath the Omega Chemical Facility.
10. Hazardous substances have been or are threatened to be released from the Omega Chemical Facility to groundwater at the Site. Hazardous substances at the Site include, but are not limited to: Tetrachloroethene (“PCE”); Trichloroethene (“TCE”); Freon 11; Freon 113; 1,1-Dichloroethene; Cis-1,2-Dichloroethene; Trans-1,2-Dichloroethene; 1,1-Dichloroethane; 1,2-Dichloroethane; 1,1,1-Trichloroethane; 1,1,2,2-Tetrachloroethane; Carbon Tetrachloride; Methylene Chloride; Vinyl Chloride; Benzene; MTBE; Aluminum; Chromium; Selenium; Perchlorate; Chloroform; Acetone; Chlordane; Lindane; BHC (alpha, beta gamma combined); and Heptachlor Epoxide. Hazardous substances found at the Site are commingled.
11. Through sampling, EPA established that hazardous substances released at the Omega Chemical Facility are present in the plume of contaminated groundwater underneath and downgradient from the Omega Chemical Facility.
12. Available data indicates that the plume of groundwater contamination at OU-2 extends approximately four-and-one-half miles downgradient of the Omega Chemical Facility. As part of its groundwater investigation, EPA identified additional source areas that have released hazardous substances that have commingled with the OU-2 contamination that was released from the Omega Chemical Facility. Nine source areas downgradient of the Omega Chemical Facility are, or have been, conducting cleanup under the oversight of DTSC or LARWQCB.
13. In September 1998, EPA proposed the Site for listing on the National Priorities List (“NPL”). On January 19, 1999, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605,

EPA placed the Omega Site on the NPL, as set forth at 40 C.F.R. Part 300, Appendix B. (64 Fed. Reg. 2950).

14. On May 9, 1995, EPA issued a Unilateral Administrative Order (“UAO”) to OCC, its President, Dennis O’Meara, and to generators that sent at least ten tons of hazardous substances to the Omega Chemical Facility. The UAO required various actions on or near the Omega Chemical Facility, including the removal of containers, the decommissioning of certain equipment, and an investigation of soil and groundwater contamination. Approximately 147 potentially responsible parties (“PRPs”) performed work under the UAO, as amended in September 1995.
15. In a consent decree, entered by the U.S. District Court in 2001, certain PRPs agreed to perform a removal action addressing groundwater and a remedial investigation and feasibility study addressing soil in the OU-1 area. The removal action involved installation of a groundwater extraction and treatment system to contain contaminated groundwater in the OU-1 area. The extraction and treatment system began operation on June 7, 2009.
16. In 2005, EPA entered into an administrative de minimis settlement with 171 parties that sent between three and ten tons of hazardous substances to the Omega Chemical Facility. In 2006, EPA settled with twelve parties deemed to have limited ability to pay response costs associated with the Site. Of those twelve parties, eleven had sent more than ten tons of waste to the Omega Chemical Facility and one had sent between seven and ten tons.
17. EPA issued a ROD on September 30, 2008, selecting a remedial action for soil cleanup at OU-1. The remedy consists of a soil vapor extraction (“SVE”) system to remove and treat chemicals in OU-1 soils. A series of SVE wells pull the contaminant vapors out of the soil and into a granular activated carbon filter for treatment. In a consent decree, entered by the District Court in 2010, PRPs agreed to perform the OU-1 soils remedy.
18. In 2009, EPA entered into an agreement with PRPs to address indoor air contamination caused by vapor intrusion into buildings. Under the agreement, the PRPs installed an interim SVE system and a sub-slab depressurization system, and are taking other measures to address vapor intrusion at buildings in the OU-1 area. PRPs continue to monitor indoor air in several buildings.
19. EPA issued a second ROD on September 20, 2011, selecting a remedial action for a portion of the groundwater cleanup at OU-2. The remedy includes installation of groundwater extraction wells, construction of groundwater treatment facilities, institutional controls to protect the integrity of the remedy, and monitoring wells. In a consent decree, entered by the District Court in 2017, certain PRPs agreed to perform the OU-2 groundwater remedy by performing cleanup in the upper two-thirds of the lateral extent of the OU-2 plume.
20. In performing and overseeing the implementation of these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. As of April 30, 2019, EPA has incurred more than \$42 million in costs at the Site. EPA has recovered more than \$27 million from PRPs through consent decrees entered in 2001, 2010, and 2017 and through administrative orders in 1995, 2006 and 2009.

21. Each Respondent listed on Appendix A and the Settling Federal Agency arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent or such Settling Federal Agency, by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site that was selected by such Respondent or such Settling Federal Agency.
22. Most of the cleanup work described above has been paid for by parties that sent more than ten tons of waste to the Omega Chemical Facility or that owned and/or operated other facilities at the Site. Parties that sent three to ten tons of waste have also funded portions of the work through the 2005 de minimis settlement. This Settlement Agreement concerns parties that sent one to three tons of waste to the Omega Chemical Facility.
23. EPA obtained copies of hazardous waste manifests describing the wastes sent to the Omega Chemical Facility. The manifests generally list the generator name, waste description, receiving facility, shipment date, and quantity shipped. The manifests indicate that each Respondent and the Settling Federal Agency sent between one and three tons of waste solvents or other chemicals to Omega Chemical Facility between 1976 and 1991. The hazardous substances contributed by each Respondent and by the Settling Federal Agency to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.
24. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is \$346 million. The payment required by each Respondent and by the Settling Federal Agency pursuant to this Settlement Agreement is a minor portion of this total amount.

VI. DETERMINATIONS

25. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:
 - a. The Omega Chemical Superfund Site is a “facility” as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
 - b. Each Respondent and the Settling Federal Agency is a “person” as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
 - c. Each Respondent and the Settling Federal Agency is a “potentially responsible party” within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
 - d. There has been an actual or threatened “release” of a “hazardous substance” from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).
 - e. The actual or threatened “release” caused the incurrence of response costs.
 - f. Prompt settlement with each Respondent and the Settling Federal Agency 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 Respondent and the Settling Federal Agency, this Settlement Agreement involves only a minor portion of the 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 hazardous substances contributed to the Site by each Respondent and the Settling Federal Agency, and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent and the Settling Federal Agency are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

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

VII. PAYMENT

27. Within 30 days after the Effective Date, each Respondent shall pay to EPA the amount set forth in Appendix A to this Settlement Agreement for such Respondent.
28. Each Respondent's payment includes an amount for: (a) past response costs incurred at or in connection with the Site; (b) projected future response costs to be incurred at or in connection with the Site; and (c) a premium to cover the risks and uncertainties avoided by participating in this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any other person, will exceed the estimated total response costs upon which Respondents' payments are based.
29. Each Respondent shall make payment to EPA by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727
Environmental Protection Agency"

Each Respondent's payment shall reference Site/Spill ID Number 09BC and the EPA docket number for this action.

Or for online payment:

Each Respondent may make payment online at <https://pay.gov> to the U.S. EPA account in accordance with payment instructions provided to Respondents by EPA.

30. Deposit of Payment. The total amount to be paid by Respondents pursuant to Paragraph 27 shall be deposited by EPA in the Omega Chemical Superfund Site Special Account to

be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

31. Notice of Payment. At the time of payment, each Respondent shall send notice that such payment has been made to: (a) EPA; and (b) the EPA Cincinnati Finance Center (“CFC”) by email or regular mail at:

EPA by email: praskins.wayne@epa.gov

EPA by regular mail: Wayne Praskins
EPA Remedial Project Manager
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street, SFD-7-3
San Francisco, California 94105

EPA CFC by email: cinwd_acctsreceivable@epa.gov

EPA CFC by regular mail: EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number 09BC and the EPA docket number for this action.

32. As soon as reasonably practicable after the Effective Date, the United States, on behalf of the Settling Federal Agency, shall:

a. Payment to EPA.

(1) Pay to EPA the amount set forth in Appendix A to this Settlement Agreement for the Settling Federal Agency. The Settling Federal Agency’s payment includes an amount for: (1) past response costs incurred at or in connection with the Site; (2) projected future response costs to be incurred at or in connection with the Site; and (3) a premium to cover the risks and uncertainties avoided by participating in this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any other person, will exceed the estimated total response costs upon which the Settling Federal Agency’s payments are based.

(2) The total amount to be paid by the Settling Federal Agency pursuant to Paragraph 32(a)(1) shall be deposited by EPA in the Omega Chemical Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

- b. Interest. In the event that payment required by Paragraph 32.a(1) is not made within 120 days after the Effective Date, the United States, on behalf of the Settling

Federal Agency, shall pay Interest on the unpaid balance, commencing on the 121st day after the Effective Date and accruing through the date of the payment.

VIII. FAILURE TO MAKE PAYMENT

33. If any Respondent fails to make full payment within the time required by Paragraph 27, that Respondent shall pay Interest on the unpaid balance, which shall accrue from the Effective Date until the date of payment. In addition, if any Respondent fails to make full payment as required by Paragraph 27, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent 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.

IX. CERTIFICATION OF RESPONDENTS AND SETTling FEDERAL AGENCY

34. By signing this Settlement Agreement, each Respondent certifies, individually, that, to the best of its knowledge and belief, it:
- a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, that relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage, or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;
 - b. has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, reports, documents, or other information (including records, reports, documents, or other information in electronic form) (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State; and
 - c. has and will comply fully with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e), 122(e)(3)(B), and 122(g)(8) of CERCLA, 42 U.S.C. §§ 9604(e), 9622(e)(3)(B), and 9622(g)(8), and Section 3007 of RCRA, 42 U.S.C. § 6927, and State law.

35. The United States acknowledges that the Settling Federal Agency (a) is subject to all applicable Federal record retention laws, regulations, and policies; and (b) has certified that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e), 122(e)(3)(B), and 122(g)(8) of CERCLA, 42 U.S.C. §§ 9604(e), 9622(e)(3)(B), 9622(g)(8), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

X. COVENANTS BY UNITED STATES

36. Covenants for Respondents. Except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, these covenants shall take effect for each Respondent upon the Effective Date. With

respect to each Respondent, individually, these covenants are conditioned upon: (a) the satisfactory performance by Respondent of all obligations under this Settlement Agreement; and (b) the veracity and completeness of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. These covenants extend only to Respondents and do not extend to any other person.

37. Covenant for Settling Federal Agencies. Except as specifically provided in Section XI (Reservations of Rights by United States), EPA covenants not to take administrative action against the Settling Federal Agency pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant shall take effect for the Settling Federal Agency upon the Effective Date. With respect to the Settling Federal Agency, individually, this covenant is conditioned upon: (a) the satisfactory performance by the Settling Federal Agency of all obligations under this Settlement Agreement; and (b) the veracity and completeness of the information provided to EPA by the Settling Federal Agency relating to the Settling Federal Agency's involvement with the Site. This covenant extends only to Settling Federal Agency and does not extend to any other person."

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

38. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents, and EPA and the federal natural resource trustees reserve, and this Settlement Agreement is without prejudice to, all rights against the Settling Federal Agency, with respect to all matters not expressly included within Section X (Covenants by United States). Notwithstanding any other provision of this Settlement Agreement, the United States reserves all rights against Respondents, and EPA and the federal natural resource trustees reserve, and this Settlement Agreement is without prejudice to, all rights against the Settling Federal Agency, with respect to:
- a. liability for failure to meet a requirement of this Settlement Agreement;
 - b. criminal liability;
 - c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
 - d. liability based on the ownership or operation by Respondents or the Settling Federal Agency of any property or area within the Site where a hazardous substance has been deposited, stored, disposed of, placed, or otherwise come to be located;
 - e. liability based on Respondents' or the Settling Federal Agency's transportation, treatment, storage, or disposal, or arrangement for 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 by Respondents or the Settling Federal Agency; and
 - f. liability for costs incurred at the Site by the Agency for Toxic Substances and Disease Registry.

39. Notwithstanding any other provision in this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent, and EPA reserves, and this Settlement Agreement is without prejudice to, the right to issue an administrative order to the Settling Federal Agency, to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered that indicates that such Respondent or the Settling Federal Agency contributed more than three tons of hazardous substances to the Site or that the hazardous substances contributed were of such greater toxic or other hazardous effects that such Respondent or the Settling Federal Agency no longer qualifies as a *de minimis* party at the Site.

XII. COVENANTS BY RESPONDENTS AND SETTLING FEDERAL AGENCY

40. Covenants by Respondents.

a. Respondents 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 and this Settlement Agreement including, but not limited to:

- (1) any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- (2) any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and
- (3) any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or State law regarding the Site.

b. Except as provided in Paragraph 43 (waiver of claims) and Paragraph 48 (waiver of claim-splitting defenses), 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 (Reservations of Rights by United States), other than in Paragraph 38.a (liability for failure to meet a requirement of the Settlement Agreement) or 38.b (criminal liability), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

41. Covenant by Settling Federal Agencies. The Settling Federal Agency agrees not to assert any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA §§ 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site and this Settlement Agreement. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by the Settling

Federal Agency in the performance of its duties (other than pursuant to this Settlement Agreement) as lead or support agency under the NCP.

42. 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).
43. Respondents 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 response costs 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 Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION

44. Except as provided in Paragraph 43 (waiver of claims), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section XII (Covenants by Respondents and the Settling Federal Agency), 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).
45. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent and the Settling Federal Agency has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person; provided, however, that if the United States exercises rights under the reservations in Section XI (Reservations of Rights by United States), other than in Paragraph 38.a (liability for failure to meet a requirement of the Agreement) or 38.b (criminal liability), the “matters addressed” in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation.
46. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent and the Settling Federal Agency has, as of

the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

47. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon such Respondent. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.
48. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents 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 set forth in Section X (Covenants by United States).
49. Effective upon signature of this Settlement Agreement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by Section VII (Payment) and, if any, Section VIII (Failure to Make Payment) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 45, and that, in any action brought by the United States related to the “matters addressed,” such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XIV. INTEGRATION/APPENDICES

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

“Appendix A” is the list of Respondents and the payment schedule.

“Appendix B” is the map of the Site.

XV. PUBLIC COMMENT

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

XVI. ATTORNEY GENERAL APPROVAL

52. The Attorney General or his 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).

XVII. EFFECTIVE DATE

53. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 51 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated

Dana Barton
Assistant Director, Superfund Division, Region IX

Signature Page for Settlement Agreement Regarding Omega Chemical Superfund Site

FOR SETTLING FEDERAL AGENCY:

Dated

Letitia J. Grishaw
Section Chief, Environmental Defense Section
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 7611
Washington, D.C. 20044-7611

Signature Page for Administrative Settlement Agreement and Order on Consent, U.S. EPA
Docket No. 2019-13, regarding the Omega Chemical Superfund Site

FOR: [COMPANY NAME]

Dated

Signature of Authorized Person

Name (print):

Title:

Company:

Email:

Mailing Address:

Agent authorized to accept Service
on behalf of Above-signed Party:

Name (print):

Title:

Company:

Phone:

Email:

Mailing Address:

Appendix A to 2019 Omega AOC: List of Respondents

RESPONDENT	VOLUME (tons)	SETTLEMENT AMOUNT
AARON SPELLING PRODUCTIONS, INC	1.2968	\$ 30,343.82
Aaron Thomas Company, Inc.	1.5638	\$ 36,591.36
ACD HOLDINGS, LLC	2.0016	\$ 46,835.44
ADVANCED AUTO BODY	1.1051	\$ 25,858.23
Aerojet-General Corporation	2.151	\$ 50,331.25
Air Distribution Technologies, Inc.	2.8351	\$ 66,338.50
ALHAMBRA USD	1.9391	\$ 45,373.00
Allergan Finance, LLC	1.3761	\$ 32,199.36
ALLFAST FASTENING SYSTEMS INC	1.7097	\$ 40,005.27
Alltech Associates, Inc.	1.7097	\$ 40,005.27
AMVAC CHEMICAL CORP	1.3761	\$ 32,199.36
Anacomp, Inc.	2.9531	\$ 69,099.59
ANHEUSER BUSCH INC	1.7045	\$ 39,883.60
ANODIZING INDUSTRIES, INC.	2.2808	\$ 53,368.44
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT	2.3769	\$ 55,617.08
Ari-Thane Foam Products, Inc.	2.9607	\$ 69,277.42
ARMTEC DEFENSE PRODUCTS CO.	2.2727	\$ 53,178.91
Barber Group, Inc.	2.3352	\$ 54,641.34
BARNETT TOOL & ENGINEERING	1.7372	\$ 40,648.74
Baxter Healthcare Corporation	2.1684	\$ 50,738.39
BETZ LAB	3.2899	\$ 76,980.37
BEVERLY HILTON HOTEL	1.1468	\$ 26,833.97
Bistagne Brothers Auto Body Shop	2.8773	\$ 67,325.94
BLOMBERG WINDOW SYSTEMS	1.5	\$ 35,098.50
Blue Cross of California	2.4	\$ 56,157.60
BOVAR, INC. D.B.A. TAPE AND LABEL CONVERTERS	2.5812	\$ 60,397.50
BP Lubricants USA Inc.	1.0425	\$ 24,393.46
BREA AGRICULTURAL SERVICE INC	1.8348	\$ 42,932.49
BREMER AUTO PARTS	1.251	\$ 29,272.15
BURBANK STEEL TREATING, INC.	2.0391	\$ 47,712.90
BURBANK,GLENDALE,PAS AIRPORT AUTHORITY	1.1468	\$ 26,833.97
C.H.J., Inc.	2.6475	\$ 61,948.85
CALIFORNIA INDUSTRIAL PRODUCTS	1.8348	\$ 42,932.49
CALIFORNIA INSTITUTE OF THE ARTS	2.7	\$ 63,177.30
CALIFORNIA STATE UNIVERSITY, FULLERTON	1.0425	\$ 24,393.46
CALIFORNIA STATE UNIVERSITY, POMONA	1.1468	\$ 26,833.97
CALIFORNIA STATE UNIVERSITY, SAN DIEGO	2.1641	\$ 50,637.78
CALIFORNIA STEEL INDUSTRIES INC	2.9816	\$ 69,766.46
Calstrip Steel Corporation	2.085	\$ 48,786.92
CASTATE STATE CAPITOL 001	1.8348	\$ 42,932.49
CENTINELA HOSPITAL MED CENTER	1	\$ 23,399.00
Cenveo Corporation	2.4464	\$ 57,243.31
CERRITOS COLLEGE	2.8304	\$ 66,228.53
CESARES AUTO BODY	1.116	\$ 26,113.28
CHAMPION FORD	1.2302	\$ 28,785.45

Appendix A to 2019 Omega AOC: List of Respondents

RESPONDENT	VOLUME (tons)	SETTLEMENT AMOUNT
CHEM TECH INDUSTRIES INC	2.7852	\$ 65,170.89
Circor Instrumentation Technologies, Inc.	2.4978	\$ 58,446.02
CITY OF ARROYO GRANDE	2.5229	\$ 59,033.34
CITY OF BEVERLY HILLS	1.9593	\$ 45,845.66
CITY OF BURBANK	2.2101	\$ 51,714.13
CITY OF DAVIS	1.6	\$ 37,438.40
CITY OF GLENDALE	1.9723	\$ 46,149.85
CITY OF INGLEWOOD	2.919	\$ 68,301.68
CITY OF MONTCLAIR	1.8348	\$ 42,932.49
CITY OF PALM DESERT	2.8982	\$ 67,814.98
CITY OF SAN LUIS OBISPO	2.2476	\$ 52,591.59
CITY OF TUSTIN	1.3761	\$ 32,199.36
CL IMET INSTRUMENTS COMPANY	1.3761	\$ 32,199.36
ClosetMaid LLC	1.7097	\$ 40,005.27
COASTAL TAG CO	1.0425	\$ 24,393.46
COLLEGE PARK PLANTS	2.65	\$ 62,007.35
COMARCO INC	1.1468	\$ 26,833.97
Community College Foundation of North Orange County	1.35	\$ 31,588.65
Consolidated Communications of California Company	1.1826	\$ 27,671.66
CORONET MANUFACTURING COMPANY INC	1.7045	\$ 39,883.60
COUNTY OF SAN DIEGO	1.9391	\$ 45,373.00
COUNTY OF SAN JOAQUIN EMERGENCY RESPONSE	1.5	\$ 35,098.50
COUNTY OF VENTURA	2.2727	\$ 53,178.91
Courtesy Chevrolet Motors	3.1824	\$ 74,464.98
CROSSFIELD PRODUCTS CORP	1.8348	\$ 42,932.49
Daikin Applied Americas, Inc.	1.3585	\$ 31,787.54
DAVID J PHILLIPS BUICK PONTIAC	1.1259	\$ 26,344.93
DCH (Oxnard) Inc.	1.4387	\$ 33,664.14
DE LAROSA REPAIR SERVICE INC	1.6055	\$ 37,567.09
Denso Products and Services Americas, Inc.	2.7522	\$ 64,398.73
DESERT HOSPITAL	1.5	\$ 35,098.50
DESHLER COLLISION SERVICE	1.8348	\$ 42,932.49
DIAMOND PERFORATING METAL	1.75	\$ 40,948.25
Dick Browning, Inc,	1.7723	\$ 41,470.05
Dickson Testing Co., Inc.	2.7	\$ 63,177.30
Dow-Key Microwave Corporation	2.5646	\$ 60,009.08
Ducommun Technologies, Inc.	2.9816	\$ 69,766.46
DUNI CORPORATION WEST	1.8765	\$ 43,908.22
E G & G Special Projects, Inc.	1.4225	\$ 33,285.08
E.M.E., INC.	2.0433	\$ 47,811.18
Eagle Packaging, Inc.	3.1847	\$ 74,518.80
EARTHARDTS AUTO CTR	1.428	\$ 33,413.77
ECO-AIR PRODUCTS, INC.	2.6688	\$ 62,447.25
ECUSTA DIV , P H GLATFELTER COMPANY	1.4	\$ 32,758.60
EDEY MFG CO , INC	1.4595	\$ 34,150.84

Appendix A to 2019 Omega AOC: List of Respondents

RESPONDENT	VOLUME (tons)	SETTLEMENT AMOUNT
EKTELON	1.668	\$ 39,029.53
EQUITABLE PLAZA	3.5	\$ 81,896.50
Eubanks Engineering Co.	1.6889	\$ 39,518.57
EXHIBITREE, INC.	2.2935	\$ 53,665.61
FAA Stevens Creek, Inc.	1.4595	\$ 34,150.84
FAIRWAY CHEVROLET CO	1.89	\$ 44,224.11
FINISHMASTER, INC.	2.4812	\$ 58,057.60
FLEXTRONICS INTERNATIONAL USA, INC.	2.2101	\$ 51,714.13
FONTANA USD	1.1468	\$ 26,833.97
FORMATT PRINTERS & LITHOGAPHER	1.8348	\$ 42,932.49
Fox Television Holdings, LLC	1.0634	\$ 24,882.50
FREMARCO DESIGNS	1.251	\$ 29,272.15
FRIEDMAN OCCUPATIONAL CTR	1.9	\$ 44,458.10
FRITTS FORD	1.5287	\$ 35,770.05
GARDEN GROVE USD	1.4839	\$ 34,721.78
Garner Glass Company	1.7723	\$ 41,470.05
GEHR INDUSTRIES	1.7931	\$ 41,956.75
GENERAL ELECTRIC	1.8348	\$ 42,932.49
GRAPHIC PRINTS INC	2.214	\$ 51,805.39
Gregory N. Karasik	1.1885	\$ 27,809.71
Griswold Industries	2.5646	\$ 60,009.08
GROVE AUTO BODY INC	1.8365	\$ 42,972.26
HADDICKS TOWING INC	1.0634	\$ 24,882.50
HALBERT BROTHERS	1.3344	\$ 31,223.63
Halocarbon Products Corporation	2.6735	\$ 62,557.23
Hardinge, Inc.	1.251	\$ 29,272.15
Harry Lumer	1.2885	\$ 30,149.61
HAWKER PACIFIC AEROSPACE	2.2101	\$ 51,714.13
HAWTHORNE MACHINERY CO	1.8348	\$ 42,932.49
HEITMAN PROPERTIES	1.7221	\$ 40,295.42
HLI Delaware Holdings, LLC	2.9607	\$ 69,277.42
HOGG & DAVIS INC	1.7672	\$ 41,350.71
HOWARD BROWN AND SONS, INC.	2.0016	\$ 46,835.44
Hyatt Die Cast & Engineering Corporation	2.527	\$ 59,129.27
Hyster-Yale Group, Inc.	2.8765	\$ 67,307.22
HYUNDAI STEEL INDUSTRIES	1.9595	\$ 45,850.34
INDUSTRIAL TRUCK BODIES	1.6988	\$ 39,750.22
J & J TAPE & LABEL	2.0017	\$ 46,837.78
J.R. Simplot Company	2.5229	\$ 59,033.34
JMB PROPERTY MANAGEMENT	1.6676	\$ 39,020.17
JOHN R BYERLY INCORPORATED	1.2927	\$ 30,247.89
JOSTENS INC	1.1468	\$ 26,833.97
K E C COMPANY	1.2425	\$ 29,073.26
KAISER FOUND HLTH	2.2274	\$ 52,118.93
KEMP FORD	1.0634	\$ 24,882.50

Appendix A to 2019 Omega AOC: List of Respondents

RESPONDENT	VOLUME (tons)	SETTLEMENT AMOUNT
KEN DU CO INC/DBA PAULEE BODY SHOP	1.6263	\$ 38,053.79
Kennametal Stellite, L.P.	2.3561	\$ 55,130.38
Kramer Motors Incorporated	2.3561	\$ 55,130.38
LA County Department of Public Works	1.3213	\$ 30,917.10
LACEY COLLISION CTR	1.728	\$ 40,433.47
LAMSCO WEST INC	1.5	\$ 35,098.50
LANCER PACIFIC, INC	1.4595	\$ 34,150.84
LETTER PRESS TRADE	1.7931	\$ 41,956.75
Lever Brothers Company	2.9105	\$ 68,102.79
LIEBERT CLEAN ROOM SYSTEMS	1.8765	\$ 43,908.22
LONG BEACH CITY COLLEGE	1.3913	\$ 32,555.03
LONG BEACH MEMORIAL MEDICAL CENTER	1.7306	\$ 40,494.31
LOS ANGELES FREIGHTLINER GMC	1.4486	\$ 33,895.79
LOS ANGELES TRADE TECH COLLEGE	1.1676	\$ 27,320.67
LOS FELIZ FORD	2.3352	\$ 54,641.34
LOS ROBLES REGIONAL MED CTR	1.6055	\$ 37,567.09
MARTIN CHEVROLET	1.1259	\$ 26,344.93
MARTIN E Z STICK LABELS	2.0141	\$ 47,127.93
MARTIN SPROCKET & GEAR INC	1.3718	\$ 32,098.75
Material Precision Optics and Thin Film Coatings Corporation	2.6271	\$ 61,471.51
MAZDA MOTORS	1.7222	\$ 40,297.76
MCCORMICK CONSTRUCTION CO.	2.1267	\$ 49,762.65
MCGRAW LABS DIV	1	\$ 23,399.00
Melchor Castano	1.0425	\$ 24,393.46
Mercedes-Benz USA, LLC	2.158	\$ 50,495.04
METAL SURFACES INC	2.085	\$ 48,786.92
Microsemi Corporation	1.3761	\$ 32,199.36
Microsemi Frequency and Time Corporation	1.8348	\$ 42,932.49
MINITUBISHI CEMENT CORPORATION	2.502	\$ 58,544.30
Moss Motors, Ltd.	1.1	\$ 25,738.90
MOTION PICTURE & TV HOSPITAL	1.2093	\$ 28,296.41
MSI DATA CORPORATION	2.5229	\$ 59,033.34
NABISCO BRANDS, INC	1.9848	\$ 46,442.34
NEW BEDFORD PANORAMEX CORP	1.4595	\$ 34,150.84
NEW NGC, INC.	2.4174	\$ 56,564.74
NEWPORT THIN FILM	1.3259	\$ 31,024.73
NICHOLS INSTITUTE	1.7723	\$ 41,470.05
OGNER MOTORCARS, INC.	2.2727	\$ 53,178.91
ONTARIO NISSAN	1.4804	\$ 34,639.88
ORANGE COUNTY STRIPING SERVICE	1.7389	\$ 40,688.52
ORCUTT UNION USD	1.3754	\$ 32,182.98
Orion TV Productions, Inc.	2.0642	\$ 48,300.22
PACIFIC FORD INC	1.5846	\$ 37,078.06
Pacific States Box and Basket Company	2.3352	\$ 54,641.34
Pasadena City College	1.3761	\$ 32,199.36

Appendix A to 2019 Omega AOC: List of Respondents

RESPONDENT	VOLUME (tons)	SETTLEMENT AMOUNT
PETER PEPPER PRODUCTS, INC.	2.27	\$ 53,115.73
Pierce Pacific Manufacturing, Inc.	2.052	\$ 48,014.75
PJ AUTO BODY SHOP	1.795	\$ 42,001.21
PLASMA COATING CORPORATION	2.9607	\$ 69,277.42
PLASMA TECHNOLOGY INC	1.8348	\$ 42,932.49
PMC, Inc.	2.919	\$ 68,301.68
POLLEY, INC.	2.3561	\$ 55,130.38
PORT OF SACRAMENTO	1.9599	\$ 45,859.70
POSITIVE LAB SERVICE INC	1.1589	\$ 27,117.10
Prc-Desoto International, Inc.	2.085	\$ 48,786.92
Professional Service Industries, Inc.	2.0138	\$ 47,120.91
Providence Health System - Southern California	1.1468	\$ 26,833.97
QSC AUDIO PRODUCTS INC	2.264	\$ 52,975.34
QUAL PRO CORP	1.0508	\$ 24,587.67
QUALITY REFRIGERATION CO INC	1	\$ 23,399.00
R & K METAL FINISHING	1.6055	\$ 37,567.09
R & S Processing Company, Inc.	2.9816	\$ 69,766.46
RADIOLOGY SUPPORT DEVICES INC	1.1468	\$ 26,833.97
RALPHS GROCERY	2.5585	\$ 59,866.34
RANDALL/MACANNY	1.6055	\$ 37,567.09
Resident Group Services, Inc.	1.7514	\$ 40,981.01
RIO HONDO COLLEGE	2.0251	\$ 47,385.31
Roberts Consolidated Industries Inc.	1.5846	\$ 37,078.06
Rockwell Automation, Inc.	2.2852	\$ 53,471.39
RUBIDOUX MOTOR CO	1.3136	\$ 30,736.93
Sahara Hotel and Casino	2.7522	\$ 64,398.73
SAME DAY PAINT & BODY CENTERS	1.3553	\$ 31,712.66
SAN DIEGUITO USD	2.097	\$ 49,067.70
SANTA BARBARA USD	1.3761	\$ 32,199.36
SARGENT INDUSTRIES	1.1468	\$ 26,833.97
Scientific-Atlanta, LLC	1.4427	\$ 33,757.74
Sensient Imaging Technologies Inc.	1.3761	\$ 32,199.36
SGL TECHNIC, INC.	2.9642	\$ 69,359.32
SHOREHAM TOWERS	1.2719	\$ 29,761.19
Siemens Industry, Inc.	2.502	\$ 58,544.30
SIZE CONTROL PLATING CO.	2.5854	\$ 60,495.77
SOLID STATE DEVICES INC	1.8765	\$ 43,908.22
South Bay Cable Corp.	2.9816	\$ 69,766.46
SOUTHWEST AEROSPACE CORP	1.7514	\$ 40,981.01
SPACE SYSTEMS	1.5221	\$ 35,615.62
SPACE SYSTEMS / LORAL, LLC	1.1051	\$ 25,858.23
SPECIALTY ORGANICS, INC.	2.7939	\$ 65,374.47
Spirol West, Inc.	1.2968	\$ 30,343.82
ST JOHN REGIONAL MEDICAL CTR	1.2302	\$ 28,785.45
STADCO STANDARD TOOL & DIE	1.668	\$ 39,029.53

Appendix A to 2019 Omega AOC: List of Respondents

RESPONDENT	VOLUME (tons)	SETTLEMENT AMOUNT
State of California Department of Developmental Services	1.251	\$ 29,272.15
State of California Department of Developmental Services	1.1	\$ 25,738.90
SUNNYVALE FORD	1.152	\$ 26,955.65
Sweetwater UHSD	1.0294	\$ 24,086.93
SWI Estate Inc.	1.4	\$ 32,758.60
Systron-Donner Corporation	1.7418	\$ 40,756.38
T S SPRAY	1.7097	\$ 40,005.27
Taiyo Yuden (U.S.A.) Inc.	3.3569	\$ 78,548.10
TANABE RESEARCH LABORATORIES USA, INC.	2.3477	\$ 54,933.83
TAP PLASTICS INC	2.0642	\$ 48,300.22
TE Connectivity Corporation	1.8348	\$ 42,932.49
THE ANAHEIM HILTON	1.8348	\$ 42,932.49
The M. L. Lawrence Trust	5.108	\$ 119,522.09
TMA/NORCAL, INC.	2.0642	\$ 48,300.22
Tnemec Company, Inc.	2.0642	\$ 48,300.22
Tom Holmes, Inc.	2.231	\$ 52,203.17
Toshiba America, Inc.	2.9399	\$ 68,790.72
Toyota of Corona	1.1259	\$ 26,344.93
Unifirst Corp.	1.2927	\$ 30,247.89
United States Gypsum Co.	1.0425	\$ 24,393.46
UNITED STATES POSTAL SERVICE	2.0406	\$ 47,748.00
UNITED TRUCK DISMANTLERS	1.3544	\$ 31,691.61
UNITEK EQUIPMENT, INC	1.3136	\$ 30,736.93
UNIVERSAL MOLDING COMPANY	1.3761	\$ 32,199.36
Universal Oil Products Company	2.74	\$ 64,113.26
VALLEY ARTS USA	1.3719	\$ 32,101.09
VAN DE KAMP LMT PARTNERSHIP	1.0425	\$ 24,393.46
VARCO INTERNATIONAL, INC.	2.7522	\$ 64,398.73
VONS MILK PLANT	1.9182	\$ 44,883.96
WALKER SPRING	1.3136	\$ 30,736.93
WAVELL HUBER WOOD PRODUCTS INC	1.2549	\$ 29,363.41
Wells Fargo Bank, National Association	1.4011	\$ 32,784.34
WEMAC DIVISION	1.5429	\$ 36,102.32
WEST VALLEY OCCUPATIONAL CTR	1.3761	\$ 32,199.36
WESTERN ALLIED CORP	4.2358	\$ 99,113.48
Western Medical Center	2.9816	\$ 69,766.46
Western Pacific Fleet Service, Inc.	2.0642	\$ 48,300.22
Weyerhaeuser Company	1.242	\$ 29,061.56
WILDWOOD EXPRESS	2.385	\$ 55,806.62
WINDOWMASTER PRODUCTS, INC.	2.335	\$ 54,636.67
WINGS WEST AIRLINES	1.6553	\$ 38,732.36
Young Touchstone Company	1.75	\$ 40,948.25
Zeneca Inc.	1.4881	\$ 34,820.05
Zieman Manufacturing Company	2.2	\$ 51,477.80

