

1 10. Notwithstanding any other provision of this Decree, the covenants not to
2 sue in Paragraph 8 shall apply only to matters addressed in Paragraph 8 and specifically
3 shall not apply to the following claims:

4 A. claims based on a failure by the DDT Defendants to satisfy the
5 requirements of this Decree;

6 B. claims for criminal liability; and

7 C. claims arising from the past, present or future disposal, release or threat of
8 release of hazardous substances that do not involve the Offshore Areas.

9 **PAYMENTS WITH RESPECT TO RESPONSE ACTIVITIES**

10 11. A. Within ten (10) business days after the Date of Final Approval of this
11 Decree, or on May 11, 2001, whichever date is later, the DDT Defendants shall pay to
12 EPA the sum of \$33 million from the Escrow account together with a proportional share
13 of the accrued interest. The DDT Defendants shall make this payment to "the United
14 States Environmental Protection Agency, Montrose Chemical National Priorities List
15 Superfund Site-Palos Verdes Shelf Operable Unit Special Account." The payment to
16 EPA shall be made by Electronic Funds Transfer ("EFT" or "wire transfer") in accordance
17 with instructions provided by the United States to the DDT Defendants at the time of
18 Lodging of the Decree. Any EFT received after 11:00 A.M. (Eastern Time) will be
19 credited on the next business day. The DDT Defendants shall send notice of the EFT to
20 Plaintiffs as provided in Paragraph 29 of this Decree. All payments to the United States
21 under this Paragraph shall reference the Montrose Chemical Corporation of California
22 Superfund Site, Site # 9T26, DOJ Case # 90-11-3-511, and U.S.A.F.I. file number
23 9003085. The amounts paid to EPA pursuant to this Consent Decree and deposited into
24 the above-referenced EPA special account shall be retained and used to conduct or
25 finance response actions at or in connection with the Palos Verdes shelf, or transferred by
26 EPA to the Hazardous Substance Superfund.

27 B. Within ten (10) business days after the Date of Final Approval of this
28 Decree, or on May 11, 2001, whichever date is later, the DDT Defendants shall make a

1 payment of \$10 million from the Escrow (together with a proportional share of the
2 accrued interest) into a Court Registry Account (“the Court Registry Account”). The
3 payment shall be made by certified or bank check payable to “Clerk, United States
4 District Court.” The check shall include on its face a statement that it is a payment in
5 Civil Action NO. CV 90-3122-R (C.D. Cal.) and shall be sent to:

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

9 The DDT Defendants shall send notice of this payment to Plaintiffs as provided in
10 Paragraph 29 of this Decree. The Registry of Court shall administer the amount
11 transferred by the DDT Defendants in an interest bearing account as provided in the
12 Order Directing the Deposit of Settlement Amounts Into the Registry of Court (“Deposit
13 Order”) issued by this Court pursuant to Rule 67 of the Federal Rules of Civil Procedure,
14 28 U.S.C. Section 2041, and Local Rule 22 of the Local Rules for the Central District of
15 California. The Deposit Order shall be lodged concurrently with the lodging of this
16 Decree and shall be entered by the Court at the time of entry of this Decree. All funds
17 and all interest accrued thereon in the Court Registry Account shall be held in the name of
18 the “Clerk, United States District Court” for the benefit of the United States and State.
19 Upon joint application by the United States and the State and upon order of this Court,
20 monies in the Court Registry Account shall be disbursed consistent with Paragraph 11.C
21 below.

22 C. In the event EPA selects an in-situ remedial action for the Palos Verdes Shelf
23 (e.g. capping, dredging or biological treatment) and if the Record of Decision includes an
24 operation and maintenance requirement, then all funds retained in the Court Registry
25 Account (established under Paragraph 11.B above), including interest, shall be paid from
26 the Court Registry Account to DTSC for the State’s use in implementing operation and
27 maintenance actions with respect to such in-situ remedial action. Or in the event EPA
28 makes a response action selection determination to not select any in-situ response action

1 (either in a Record of Decision which would not require operation and maintenance or in
2 a Removal Action Memorandum), then all funds retained in the Court Registry Account
3 (established under Paragraph 11.B above), including interest, shall be paid from the Court
4 Registry Account to the Trustees. Otherwise, the funds shall be paid from the Court
5 Registry Account (established under Paragraph 11.B above), including interest, to the
6 United States Environmental Protection Agency, Montrose Chemical National Priorities
7 List Superfund Site-Palos Verdes Shelf Operable Unit Special Account to be used by
8 EPA as specified in Paragraph 11.A. above.

9 **COVENANT NOT TO SUE FOR**
10 **RESPONSE ACTIVITIES AND COSTS RELATING TO THE OFFSHORE**
11 **AREAS AND RESERVATION OF RIGHTS**

12 12. Except as specifically provided in Paragraphs 13 and 14 of this Decree, the
13 United States, the State, and agencies and instrumentalities thereof, each hereby
14 covenants not to sue or to take any other civil or administrative action against the
15 Released Parties to compel response activities relating to the Offshore Areas, to recover
16 DOJ Costs, or to recover Response Costs, including but not limited to, costs for studies
17 and evaluations of the area covered by response activities under CERCLA Sections 106
18 and 107, 42 U.S.C. §§ 9606 and 9607, or pursuant to the California Hazardous Substance
19 Account Act, California Health and Safety Code §§ 25300, et seq., or any other state
20 statute or state common law. In addition, the United States, the State, and agencies and
21 instrumentalities thereof, each hereby covenants not to sue or take administrative action
22 against the Released Parties to compel response activities with respect to the Offshore
23 Areas, recover DOJ Costs, or recover Response Costs under the Resource Conservation
24 and Recovery Act ("RCRA") Sections 3008(h), 3013, or 7003, 42 U.S.C. §§ 6928(h),
25 6934, or 6973, or California Health and Safety Code § 25187. The State, and agencies
26 and instrumentalities thereof, each hereby further covenants not to sue or take
27 administrative action against the Released Parties to compel response activities with
28

1 respect to the Offshore Areas or to recover Response Costs under Section 7002 of RCRA,
2 42 U.S.C. § 6972.

3 13. The covenants set forth in Paragraph 12 pertain only to matters expressly
4 specified therein, and extend only to the Released Parties. Any claim or defense which
5 the United States or the State has against any other person or entity is expressly reserved.
6 The United States and the State reserve, and this Decree is without prejudice to, all other
7 rights and claims against Released Parties with respect to all other matters, including but
8 not limited to, the following:

- 9 A. any and all claims against the DDT Defendants based upon or resulting
10 from a failure to meet a requirement of this Decree;
- 11 B. claims for criminal liability;
- 12 C. claims for violations of any other federal or state law;
- 13 D. claims arising from the presence of a hazardous substance at any location
14 outside of the Offshore Areas (as defined herein), including but not limited to the
15 Onshore Areas (as defined herein), the Stauffer Dominguez Plant Property and the
16 proposed Del Amo NPL Site, as it may be defined by EPA.

17 14. A. In addition to the reservations set out in Paragraph 13, the United
18 States and the State reserve, and this Decree is without prejudice to, the right to institute
19 proceedings in this action or in a new action seeking to compel the Released Parties to
20 take a response action or reimburse the United States or the State for additional Response
21 Costs if, subsequent to the Date of Lodging of this Decree, the United States or the State:

- 22 1. receives, in whole or in part, information unknown to EPA, DTSC or
23 the Regional Board as of the Date of Lodging of this Decree, indicating that after the Date
24 of Lodging of this Decree one or more of the Released Parties released one or more
25 hazardous substances that come to be located at the Offshore Areas, and that EPA, DTSC
26 or the Regional Board determines may be a threat to human health or the environment,
27 provided that the foregoing shall not be deemed to apply to any re-exposure or
28 resuspension on the Offshore Areas of the DDT- or PCB-contaminated sediments

1 currently located there; including but not limited to, such re-exposure or resuspension of
2 sediments resulting from:

- 3 (a) LACSD's sampling activities (by coring, trawling or otherwise);
- 4 (b) LACSD's institution of full secondary treatment of wastewater at the
5 JWPCP and the discharge of such wastewater through the White's Point
6 Outfall;
- 7 (c) any response activity or similar activity performed by or at the direction of
8 any Federal or State governmental body or any other person;
- 9 (d) any act of God; or
- 10 (e) an earthquake.

11 2. discovers a condition at the Offshore Areas, that EPA, DTSC or the
12 Regional Board determines may be a threat to human health or welfare or the
13 environment, and that was unknown to EPA, DTSC or the Regional Board prior to the
14 Date of Lodging of this Decree.

15 B. The DDT Defendants reserve their right to contest any claims allowed by
16 Paragraphs 14.A.1 or 14.A.2 of this Decree, and the DDT Defendants do not by consenting
17 to this Decree waive any defenses to such claims, except that the DDT Defendants
18 covenant not to assert, and may not maintain, any defense based upon principles of
19 waiver, res judicata, collateral estoppel, issue preclusion, claim splitting or other defense
20 based upon the contention that the claims that are allowed by Paragraphs 14.A.1. or
21 14.A.2 of this Decree were or should have been brought in the instant case. In the event
22 that the United States or the State institutes proceedings under Paragraphs 14.A.1 or
23 14.A.2 of this Decree, the DDT Defendants reserve the right to assert potential cross-
24 claims, counterclaims or third party claims against the United States, the State, or any
25 employee, officer, agency or instrumentality thereof, relating to such claims asserted by
26 the United States or the State, and the agencies or instrumentalities thereof. Nothing in
27 this Decree shall be deemed to constitute preauthorization of a claim within the meaning
28 of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700 (d).

COVENANTS BY RELEASED PARTIES

1
2 15. A. Subject to Paragraph 9.C, the Released Parties hereby covenant not to
3 sue or to assert any civil or administrative claim or cause of action against the United
4 States, or any employee, officer, agency or instrumentality thereof, and/or against the
5 State, or any employee, officer, agency or instrumentality thereof (but not including
6 counties, cities, local governmental entities or sanitation districts), for any matters relating
7 to Natural Resource Damages including, but not limited to, the counterclaims asserted in
8 the DDT Defendants' answer to any of the complaints in this action, claims arising
9 pursuant to any other federal law, state law or common law, including, but not limited to,
10 any direct or indirect claim pursuant to Section 112 of CERCLA, 42 U.S.C. § 9612,
11 against the Hazardous Substance Superfund, any claim pursuant to Section 113(f) of
12 CERCLA, 42 U.S.C. § 9613(f), for contribution, any claim pursuant to the Federal Tort
13 Claims Act, 28 U.S.C. §§ 1346(b) and 2671, et seq., or any claim arising from any
14 express or implied contract pursuant to 28 U.S.C. § 1346(a)(2) or 28 U.S.C. § 1491(a)(1).

15 B. Subject to Paragraph 14.B, the Released Parties hereby covenant not to sue
16 and agree not to assert any civil or administrative claim or cause of action against the
17 United States, or any employee, officer, agency or instrumentality thereof, and/or the
18 State, or any employee, officer, agency or instrumentality thereof (but not including
19 counties, cities, local governmental entities or sanitation districts) with respect to the
20 Offshore Areas or this Decree, including but not limited to (1) any direct or indirect claim
21 for reimbursement from the Hazardous Substance Superfund established pursuant to 26
22 U.S.C. § 9507, under CERCLA Sections 106(b)(2), 111, 112 or 113, 42 U.S.C. §§
23 9606(b)(2), 9611, 9612 or 9613, any claim pursuant to the Federal Tort Claims Act, 28
24 U.S.C. §§ 1346(b) and 2671 et seq., or any claim arising from any express or implied
25 contract pursuant to 28 U.S.C. § 1346(a)(2) or 28 U.S.C. § 1491(a)(1), or any claim
26 pursuant to the California Hazardous Substance Account Act, California Health and
27 Safety Code §§ 25300, et seq., or under any other provision of law; (2) any claim with
28 respect to the Offshore Areas under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or

1 9613, against the United States, including any department, agency or instrumentality of
2 the United States and/or the State, or any employee, officer, agency or instrumentality
3 thereof (but not including counties, cities, local governmental entities or sanitation
4 districts); or (3) any claims arising out of response activities at the Offshore Areas.
5 Nothing in this Decree shall be deemed to constitute preauthorization of a claim within
6 the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

7 C. DDT Defendants covenant to and shall, within ten (10) days after the Date
8 of Final Approval of this Decree, dismiss and withdraw their appeal to the Ninth Circuit
9 of this Court's entry of the Amended Consent Decree with the Settling Local
10 Governmental Entities, the Amended Consent Decree with Potlatch/Simpson and the
11 Consent Decree with CBS (collectively, Case No. 99-56895).

12 D. The DDT Defendants covenant to and hereby do dismiss with prejudice,
13 effective upon the Date of Final Approval of this Decree, any and all counterclaims that
14 have been asserted at any time in this action. Pursuant to Federal Rule of Civil Procedure
15 41(a)(1), all parties stipulate to the dismissal with prejudice of all counterclaims that have
16 been asserted at any time in this action. Pursuant to Federal Rule of Civil Procedure
17 41(a)(2) and (c), the Court hereby orders that on the Date of Final Approval of this
18 Decree, all counterclaims that have been asserted at any time in this action are dismissed
19 with prejudice. No party hereto shall appeal the Court's disposition of any of the
20 counterclaims in this action. Nothing herein shall preclude the Released Parties from
21 asserting claims permitted by Paragraph 9.C. and 14.B.

22 E. The Released Parties covenant not to raise, in any future administrative or
23 judicial proceeding or otherwise, and hereby waive, any argument that any portion of the
24 settlement amounts paid pursuant to this Decree should be used for or credited towards
25 any response actions relating to the Onshore Areas. Defendants shall not object to the
26 manner in which Plaintiffs use, distribute, or credit the settlement amounts. No portion of
27 the settlement amounts paid pursuant to this Decree shall be credited towards any future
28 response costs relating to the Onshore Areas.

1 F. The Released Parties hereby covenant not to sue or to assert any civil or
2 administrative claim or cause of action against any other signatory to a settlement with
3 the United States and State of California that has previously been approved by the United
4 States District Court in this action, or any employee, officer, agency or instrumentality of
5 such a signatory, for any matter relating to Natural Resource Damages, Response Costs,
6 or DOJ Costs, including but not limited to any claim under Sections 107 or 113(f) of
7 CERCLA (42 U.S.C. Section 9607 and Section 9613(f)), to the same extent the Released
8 Parties are protected against claims in Paragraph 27. Notwithstanding the foregoing, the
9 scope of this covenant not to sue is limited to suits or civil or administrative actions for
10 Natural Resource Damages, Response Costs, or DOJ Costs encompassed by the
11 covenants contained in Paragraphs 8 and 12 above but which for whatever reason are not
12 encompassed by the covenants not to sue given by the United States and the State of
13 California to the signatories to the prior settlements.

14 G. The covenants set forth in Paragraph 15.A-15.E pertain only to matters
15 expressly specified therein, and extend only to the United States and State. The Released
16 Parties reserve, and this Decree is without prejudice to, all other rights, claims and
17 defenses against the United States or State, including without limitation, in response to
18 claims brought pursuant to Paragraphs 10 and 13.

19 MISCELLANEOUS PROVISIONS

20 16. On October 18, 2000, the Court took under submission the issue of liability
21 of the DDT Defendants for certain onshore areas to which hazardous substances from the
22 Montrose Plant are alleged to have been released. On October 27, 2000, the Court took
23 under submission the issue of the alleged liability of Chris-Craft as an operator of the
24 Montrose Plant. The Court may render judgment on these two issues regardless of
25 whether this Consent Decree is approved. No Party may make any motion to the Court
26 prior to the Court's rendering judgment on the foregoing two issues except for motions to
27 enter and enforce this Decree. The DDT Defendants shall not seek from the Court in this
28 action any review or relief with respect to EPA's or DTSC's conduct with regard to the

1 Onshore Areas, including without limitation, EPA's or DTSC's investigations,
2 determinations, decisions, or response actions. The foregoing sentence, however, shall
3 not apply should the United States or the State seek, after the Date of Lodging of this
4 Decree, additional relief not sought in this action before the Date of Lodging of this
5 Decree, nor shall it prevent the DDT Defendants from pursuing review or relief in a
6 separate action.

7 17. By lodging this Decree, the United States, State of California, and the DDT
8 Defendants jointly request that the Court vacate, and by entry of this Decree as an order
9 of the Court, the Court orders the vacatur of, the following orders: the portion of Civil
10 Minute Order dated June 26, 2000 (entered July 5, 2000) relating to Motion # 2; Order
11 Re: Sanctions Against State of California, dated August 1, 2000; June 5, 2000 Order
12 Denying Plaintiffs Motion to Vacate Order to EPA, and September 19, 2000 Order
13 Granting Defendants' Motion for Sanctions for Failure to Comply With Court Orders
14 (entered September 20, 2000). Such vacatur shall become effective on the Date of Final
15 Approval of this Decree. Such Orders shall have no precedential effect in any state or
16 federal administrative or judicial proceeding. The DDT Defendants hereby waive and
17 release any claim for fees and/or costs to which they could claim entitlement under any of
18 the foregoing orders and agree that upon Final Approval of this Decree, these orders are
19 a nullity for all purposes.

20 **PENALTIES FOR LATE PAYMENTS**

21 18. A. If the payments required of the DDT Defendants by Paragraphs 6, 7 and
22 11 of this Decree are not made by the dates specified in those Paragraphs, the DDT
23 Defendants shall be liable, in addition to the payments specified in Paragraphs 6, 7, and
24 11, for the following amounts for each day of delay in payment:

25	<u>Days of Delay</u>	<u>Payment Per Day of Delay</u>
26	1-14	\$ 5000/day
27	15-60	\$ 7500/day
28	Beyond 60 Days	\$ 10,000/day

1 not apply to records or documents previously exchanged between the DDT Defendants
2 and the United States or the State prior to the Date of Lodging of this Decree. At the
3 conclusion of this document retention period, the DDT Defendants shall notify the United
4 States and the State at least ninety (90) days prior to the destruction of any such records
5 or documents, and upon request by the United States and the State, the DDT Defendants
6 shall produce or make available for their inspection any non-privileged records or
7 documents at a mutually convenient time and place agreed upon by the Parties.

8 B. In addition to the opportunity to obtain documents at the conclusion of the
9 retention period set forth in Paragraph 20.A, the United States and the State may request,
10 at any time during such retention period, that the DDT Defendants make available for
11 their inspection, or at the DDT Defendants' option produce, any documents retained
12 pursuant to Paragraphs 20.A. DDT Defendants shall produce or make available for
13 inspection non-privileged documents at a mutually convenient time and place after the
14 request is made.

15 C. With respect to the obligation to retain records and to produce or make
16 them available for inspection as set forth in Paragraph 20.A and B, the DDT Defendants
17 may assert that certain documents, records and other information are privileged under the
18 attorney client privilege, or any other privilege recognized under state or federal law. If
19 Plaintiffs request any privileged documents – either (1) at the time the DDT Defendants
20 provide notice of intent to destroy documents at the conclusion of the retention periods
21 from Paragraph 20.A, or (2) pursuant to Plaintiffs' request under Paragraph 20.B – the
22 DDT Defendants shall provide the United States and the State with the following
23 information relating to any documents that are requested and withheld as privileged: (1)
24 title of document or record; (2) date of document or record; (3) name and position of the
25 author of the document or record; (4) description of the subject of the document or
26 record; and (5) the specific basis for the privilege asserted. The privilege log relating to
27 the subject documents must be produced to the Plaintiffs at a mutually convenient time
28 and place after Plaintiffs request the documents that are withheld. DDT Defendants shall

1 retain the documents that are withheld as privileged, until any privilege disputes relating
2 to those documents are resolved. If Plaintiffs do not request any particular privileged
3 documents, the DDT Defendants need not produce a privilege log for such non-requested
4 documents.

5 E. This Paragraph in no way effects or limits any obligation of the DDT
6 Defendants to retain records under any other administrative or judicial order or
7 agreement, whether such order or agreement is currently extant or created in the future.
8 Further, this Paragraph in no way effects or limits any obligation of the DDT Defendants
9 to retain records under any other judicial, statutory, or common law doctrine that would
10 otherwise require retention of records.

11 **VOIDABILITY**

12 21. In the event that a final judicial determination is made by the District Court
13 or, upon appellate review, by a higher court, that the entry of this Decree in its entirety
14 shall not be approved, this Decree and the settlement embodied herein is voidable at the
15 discretion of any party and the terms hereof may not be used as evidence in any litigation
16 or other proceeding.

17 **COMPLIANCE WITH OTHER LAWS**

18 22. This Decree shall not be construed in any way to affect any past, current or
19 future obligation of the DDT Defendants or any other person or entity to comply with any
20 federal, state or local law.

21 **RETENTION OF JURISDICTION**

22 23. After the Court renders judgment on the issues described in Paragraph 16,
23 the Court shall retain jurisdiction of this matter for the purpose of entering such further
24 order, direction or relief as may be necessary or appropriate for the construction,
25 implementation or enforcement of this Decree or other consent decrees.

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1 retain the documents that are withheld as privileged, until any privilege disputes relating
2 to those documents are resolved. If Plaintiffs do not request any particular privileged
3 documents, the DDT Defendants need not produce a privilege log for such non-requested
4 documents.

5 E. This Paragraph in no way effects or limits any obligation of the DDT
6 Defendants to retain records under any other administrative or judicial order or
7 agreement, whether such order or agreement is currently extant or created in the future.
8 Further, this Paragraph in no way effects or limits any obligation of the DDT Defendants
9 to retain records under any other judicial, statutory, or common law doctrine that would
10 otherwise require retention of records.

11 VOIDABILITY

12 21. In the event that a final judicial determination is made by the District Court
13 or, upon appellate review, by a higher court, that the entry of this Decree in its entirety
14 shall not be approved, this Decree and the settlement embodied herein is voidable at the
15 discretion of any party and the terms hereof may not be used as evidence in any litigation
16 or other proceeding.

17 COMPLIANCE WITH OTHER LAWS

18 22. This Decree shall not be construed in any way to affect any past, current or
19 future obligation of the DDT Defendants or any other person or entity to comply with any
20 federal, state or local law.

21 RETENTION OF JURISDICTION

22 23. After the Court renders judgment on the issues described in Paragraph 16,
23 the Court shall retain jurisdiction of this matter for the purpose of entering such further
24 order, direction or relief as may be necessary or appropriate for the construction,
25 implementation or enforcement of this Decree or other consent decrees.

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1 **AUTHORIZED REPRESENTATIVE**

2 24. Each of the undersigned representatives of the Released Parties certifies that
3 he or she is fully authorized to enter into the terms and conditions of this Decree and to
4 legally execute and bind that party to this Decree.

5 **MODIFICATION**

6 25. The terms of this Decree may be modified only by a subsequent written
7 agreement signed by all of the Parties signatory hereto, and approved by the Court as a
8 modification to this Decree.

9 **PUBLIC COMMENT**

10 26. The Parties acknowledge that this Decree will be subject to a public
11 comment period of not less than 30 days in accordance with 28 C.F.R. § 50.7. The Parties
12 further acknowledge that this Decree may be the subject of a public meeting as specified
13 in Section 7003 of RCRA, 42 U.S.C. § 6973. The United States and the State reserve the
14 right to withdraw their consent to this Decree if comments received disclose facts or
15 considerations which show that this Decree is inappropriate, improper or inadequate.
16 DDT Defendants consent to the entry of this Decree by the Court without further notice.

17 **PROTECTION AGAINST CLAIMS**

18 27. The United States and the State acknowledge and agree that the payments to
19 be made by the DDT Defendants pursuant to this Decree represent a good faith settlement
20 and compromise of disputed claims and that the settlement represents a fair, reasonable
21 and equitable discharge for the matters addressed in this Decree. With regard to any
22 costs, damages, actions or other claims against the Released Parties for matters addressed
23 in this Decree, the Released Parties are entitled to, as of the Date of Entry of this Decree,
24 such protection as is provided in Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), and all
25 other provisions of federal or state statutes or of common law which limit or extinguish
26 their liability to persons not party to this Decree. The "matters addressed" in this Decree
27 are all claims against the Released Parties including claims for costs, damages,
28 contribution and other claims for: (1) Natural Resource Damages, (2) Response Costs, and

1 (3) DOJ Costs. No contribution protection is provided pursuant to this Decree for any
2 claim for response costs under CERCLA incurred in connection with the presence, release
3 or threatened release of a hazardous substance outside the Offshore Areas, as defined
4 herein. Any rights the Released Parties may have to obtain contribution or otherwise
5 recover costs or damages from persons not party to this Decree are preserved, except as
6 provided in Paragraph 15.F.

7 28. The Trustees have determined that the payment to be made pursuant to
8 Paragraphs 6 and 7 of this Decree is an appropriate action necessary to protect and restore
9 the natural resources damaged by the release of DDT, PCBs and other hazardous
10 substances alleged in the First Claim for Relief of the complaints and that the payment
11 satisfies the requirements of Section 122(j)(2) of CERCLA, 42 U.S.C. § 9622(j)(2).

12 **NOTICE**

13 29. Any notice required hereunder shall be in writing and shall be delivered by
14 hand, facsimile or overnight mail as follows:

15 Notice to the United States and the State:

16 As to the United States:

17 Chief, Environmental Enforcement Section
18 Environment and Natural Resources Division
19 DOI Case #90-11-3-511
20 U.S. Department of Justice
21 P.O. Box 7611
22 Washington, D.C. 20044-7611

23 As to EPA:

24 John Lyons
25 Assistant Regional Counsel
26 U.S. EPA Region 9
27 Mailcode ORC3
28 75 Hawthorne St.
San Francisco, CA 94105

As to DTSC:

Barbara Coler
Division Chief, Statewide Cleanup Operations Div.
California Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710-2721

1 As to State of California:
2 Supervising Deputy Attorney General
3 Land Law Section
4 Office of the Attorney General
5 300 South Spring Street
6 Los Angeles, CA 90013
7 Facsimile No. (213) 897-2801

8 As to DDT Defendants:
9 President
10 Montrose Chemical Corporation of California
11 600 Ericksen Avenue, Suite 380,
12 Bainbridge Island, WA 98110

13 David Mulliken
14 Latham & Watkins
15 701 B Street, Suite 2100
16 San Diego, CA 92101

17 General Counsel
18 Chris-Craft Industries, Inc.
19 767 Fifth Avenue, 46th Floor
20 New York, N.Y. 10153

21 Peter Simshauser
22 Skadden, Arps, Slate, Meagher & Flom LLP
23 300 South Grand Avenue
24 Los Angeles, CA 90071

25 Joseph C. Kelly
26 Vice President and General Counsel
27 Stauffer Management Company
28 1800 Concord Pike
P.O. Box 15438
Wilmington, DE 19850-5438

19 Paul B. Galvani
20 Ropes & Gray
21 One International Place
22 Boston, MA 02110.

23 Each party to this Decree may change the person(s) it has designated to receive
24 notice for that party, or the addresses for such notice, by filing a written notice of such
25 change with the Court and serving said notice on each of the other Parties to this Decree.

26 30. This Decree may be executed in any number of counterparts, and each
27 executed counterpart shall have the same force and effect as an original instrument.
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ENTIRE AGREEMENT

31. This Decree constitutes the entire understanding of the Parties with respect to its subject matter. The fact that any party suggested language different from, or additional to, any language ultimately adopted in this Decree shall not be taken into account in interpreting this Decree.

EFFECTIVE DATE

32. This Decree shall be effective upon the date which this Decree has been entered by the United States District Court.

33. By signature below, all Parties consent to this Decree.

JUDGMENT

THE FOREGOING Consent Decree among Plaintiffs United States and State of California, and the DDT Defendants is hereby APPROVED and ORDERED.

There being no just reason for delay, this Court expressly directs, pursuant to Rule 54(b), Federal Rules of Civil Procedure, ENTRY OF FINAL JUDGMENT in accordance with the terms of this Decree; each party hereto shall bear its own costs and attorney's fees except as specifically provided herein.

IT IS SO ORDERED

DATED: March 14, 2001



THE HONORABLE MANUEL REAL
UNITED STATES DISTRICT JUDGE