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LOS ANGELES  
SUPERIOR COURT

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
CENTRAL DISTRICT

PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

S&W ATLAS IRON AND METAL CO., INC., et al.

Defendants.

And related cross-action.

Case No.: BC316733  
(Ordered related to BC 330071)

(Hon. Peter Lichtman - Dept. 322)

**JUDGMENT ON  
COMPLAINT PURSUANT TO  
STIPULATION**

Plaintiffs, THE PEOPLE OF THE STATE OF CALIFORNIA, ex rel. DEPARTMENT OF TOXIC SUBSTANCES CONTROL, and the TOXIC SUBSTANCES CONTROL ACCOUNT, and Defendants, S&W ATLAS IRON AND METAL CO., INC., a corporation; GARY J. WEISENBERG, individually, as Trustee of the Dorothy Sebulsky Trust, and as Co-Trustee of the Residual Trust created under the Will of Jacob L. Sebulsky; SOPHIE WEISENBERG aka Sophia Weisenberg, as Co-Trustee of the Residual Trust created under the Will of Jacob L. Sebulsky; DORIS SEBULSKY; and 10019 S. ALAMEDA LLC, having presented and filed with the Court a written Stipulation for Settlement and Entry of Judgment (the "Stipulation"), and good cause appearing for approval

1 of said Stipulation:

2 IT IS HEREBY ORDERED that judgment is awarded in favor of Plaintiffs and  
3 against Defendants as set forth below.

4 **1. INJUNCTION TO PERFORM WORK**

5 Defendants S&W Atlas Iron and Metal Co., Inc. ("S&W Atlas") and Gary  
6 Weisenberg are enjoined and ordered to perform the following work at the Atlas Iron and  
7 Metal property, 10019-10035-10047 South Alameda Street, Los Angeles, California 90002:

8 1.1. **Temporary Covers.** Currently, water resistant tarpaulins cover the area where  
9 the larger pile described in the operative complaint was formerly located. S&W Atlas and  
10 Gary Weisenberg shall leave such tarpaulins in place until the work described in Section 1.2  
11 commences.

12 1.2. **Cap.**

13 1.2.1. Within ninety (90) days, S&W Atlas and Gary Weisenberg shall install  
14 an engineered cap ("Cap") over the former location of the larger pile. The Cap shall be  
15 installed according to the Work Plan attached as Exhibit 2 to the Stipulation.

16 1.2.2. Construction of the Cap shall comply with all applicable building and  
17 safety codes and all necessary permits.

18 1.2.3. All preparation for backfilling, backfilling, and compaction related to  
19 installing the Cap shall be performed by a California-licensed General Contractor certified  
20 for hazardous waste operations. All on-site personnel who are involved in such work,  
21 including subcontractors, must have received the appropriate 40-hour training, 8-hour  
22 refresher training, and medical monitoring in accordance with OSHA Hazardous Waste  
23 Operators and Emergency Response (HAZWOPER) Standards (29 CFR 1910.120 and 8  
24 CCR 5192). Proof of training and medical monitoring for all on-site personnel shall be  
25 provided to the Department of Toxic Substances Control ("Department") prior to mobilizing  
26 to the site. All other work related to Cap installation shall be performed by a California-  
27 licensed contractor.

28 1.2.4. Within thirty (30) days of completion of the Cap, S&W Atlas and Gary

1 Weisenberg shall submit written confirmation to the Department that the Cap was installed  
2 in accordance with Section 1.2 and Exhibit 2 to the Stipulation.

3 1.3. **Adjacent Area.** During the time frame when the Cap is installed, S&W Atlas  
4 and Gary Weisenberg shall repair the concrete area that is within ten feet of the eastern edge  
5 of the former location of the larger pile, along the entire eastern edge of that location (the  
6 "Adjacent Area"). These repairs shall consist of all work necessary to provide a smooth,  
7 crack-free, durable concrete surface in the Adjacent Area. All work under this section shall  
8 be performed by a California-licensed contractor, in accordance with all applicable building  
9 and safety codes, with all necessary permits.

10 1.4. **Permanent Delineation of Boundary.** Within twenty (20) days of completion  
11 of the work on the Cap and Adjacent Area, S&W Atlas and Gary Weisenberg shall create  
12 a permanent, visible delineation of the boundary of the entire Cap and Adjacent Area.

13 1.5. **Wall Replacement.** Within ninety (90) days (subject to extension by order  
14 of the Court pursuant to Section 5), S&W Atlas and Gary Weisenberg shall install a new  
15 wall between the Atlas Iron and Metal Company facility and the Jordan High School athletic  
16 field. The new wall shall be installed according to the Work Plan attached as Exhibit 2 to  
17 the Stipulation. All work under this section shall be performed by a California-licensed  
18 contractor, in accordance with all applicable building and safety codes, with all necessary  
19 permits.

20 1.6. **Maintenance.** Following completion of the work described in Sections 1.2  
21 through 1.4, S&W Atlas and Gary Weisenberg shall maintain the Cap and Adjacent Area as  
22 follows while they own or occupy the Atlas Iron & Metal property, subject to expiration of  
23 the injunctive terms of this Judgment under Section 5:

24 1.6.1. Inspection of the Cap and Adjacent Area will be conducted at a  
25 minimum of once per month to look for cracks or other damage, which would likely result  
26 in exposure to underlying soil.

27 1.6.2. If repair of some or all of the Cap or Adjacent Area appears necessary  
28 and will exceed \$5000, S&W Atlas and Mr. Weisenberg shall notify the Department within

1 ten (10) business days of the necessary repair, and shall complete the repair within thirty (30)  
2 days thereafter. Any such repairs that require removal or replacement of any of the Cap or  
3 Adjacent Area concrete are also subject to Department approval, which shall not be  
4 unreasonably withheld. Repairs not requiring notification under this provision shall be  
5 completed by S&W Atlas and Gary Weisenberg within thirty (30) days of discovery.

6 1.6.3. None of the following activities shall be conducted on the Cap or  
7 Adjacent Area without written authorization from the Department:

- 8 (a) Metal recycling activities.
- 9 (b) Operation of equipment with a loaded weight in excess of 16,000  
10 pounds, or a wheel loading in excess of 6,800 pounds.
- 11 (c) Placement or storage of any items, except empty steel bins no more  
12 than 1000 pounds each, stacked no more than two high.
- 13 (d) Excavation, grading, removal, trenching, filling, earth movement, or  
14 mining beneath the Cap or Adjacent Area, or in the areas providing  
15 lateral support to the Cap or Adjacent Area.
- 16 (e) Any activities that violate the terms of S&W Atlas' Conditional Use  
17 Permit, dated March 30, 2004.

18 1.6.4. S&W Atlas and Gary Weisenberg shall submit to the Department an  
19 Annual Summary of their inspection and maintenance activities under this section. The  
20 report must be mailed to the Department by the thirty-first of January of each year, and shall  
21 describe the inspection and maintenance observations and activities during the previous  
22 calendar year. Each Annual Summary shall contain a current photograph of the Cap and  
23 Adjacent Area.

## 24 2. LAND USAGE

25 Within thirty (30) days of completion of the work described in Section 1 (excluding  
26 section 1.6.), Defendants shall execute the land use covenant attached as Exhibit 3 to the  
27 Stipulation, and record it upon execution by the Department.

## 28 3. PAYMENTS FOR WORK - ESCROW ACCOUNT. Unless the work

1 described in Section 1 (excluding section 1.6) is completed by May 15, 2008, Defendants  
2 shall deposit three hundred thousand dollars (\$300,000), less any amount that Defendants  
3 have actually paid for work performed prior to May 15, 2008, into an escrow account, to be  
4 known as the Atlas Remediation Escrow Account. The sole and governing purpose of the  
5 Atlas Remediation Escrow Account and the funds contained therein shall be to pay for the  
6 work described in Section 1 (excluding Section 1.6). The escrow instructions shall be in the  
7 form and substance that Defendants have previously provided to the Plaintiffs. Following  
8 the completion of the work described herein, the escrow shall terminate.

9 Exhaustion of the Atlas Remediation Escrow Account before completion of the work  
10 required by this Judgment shall not relieve S&W Atlas and Gary Weisenberg of their  
11 obligations to perform work under this Judgment.

#### 12 **4. ADDITIONAL PAYMENTS**

13 4.1. In addition to the amount in Section 3, Defendants shall pay Plaintiffs the sum  
14 of three hundred fifty thousand dollars (\$350,000), of which two hundred ten thousand  
15 dollars (\$210,000) is cleanup costs of Plaintiffs for Jordan High School, ninety thousand  
16 dollars (\$90,000) is administrative costs of Plaintiffs, and fifty thousand dollars (\$50,000)  
17 is civil penalties. These amounts shall be due within thirty (30) days.

#### 18 **5. OTHER ISSUES**

19 The terms of the Judgment may be modified only by an order of this Court.

20 Extensions of time may be requested from the Court on ex parte application, with  
21 notice to the opposing party.

22 The Court retains jurisdiction over the parties under Code of Civil Procedure section  
23 664.6 for a period of ten years as to Section 1.6 of the Judgment. The Court retains  
24 jurisdiction as to the other provisions of the Judgment until Defendants have complied in full  
25 with those provisions, but not more than ten years.

26 The Acknowledgment of Satisfaction of Judgment to be filed under the Stipulation  
27 shall not affect the injunctive provisions of the Judgment.

28 The injunctive terms of this Judgment expire after ten years. Such expiration shall

1 not terminate the Land Use Covenant described in Section 2 of this Judgment.

2 The monetary terms of this Judgment are governed by Code of Civil Procedure Title  
3 9, Chapter 3.

4 This Judgment shall not affect any claims, rights or remedies of any party concerning  
5 matters other than those alleged in the operative complaint.

6 This Judgment does not prejudice any claims, rights or remedies of any party arising  
7 more than ten years after entry of this Judgment.

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9 Dated: 4/3, 2008.

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**PETER D. LICHTMAN.**

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By: \_\_\_\_\_  
Hon. Peter Lichtmann  
Judge of the Superior Court

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