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FILED

AUG 20 2009

SAN LUIS OBISPO SUPERIOR COURT
BY B. Keene
B. Keene, Deputy Clerk

1 EDMUND G. BROWN JR.
Attorney General of California
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10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN LUIS OBISPO

13
14 **PEOPLE OF THE STATE OF**
15 **CALIFORNIA, ex rel. MAZIAR**
16 **MOVASSAGHI, ACTING DIRECTOR,**
17 **CALIFORNIA DEPARTMENT OF TOXIC**
18 **SUBSTANCES CONTROL,**

19 **v.**

20 **JOSLYN SUNBANK COMPANY LLC, a**
21 **California Corporation,**
22 **Defendant.**

CV 070208
PROPOSED
AMENDMENT TO FINAL JUDGMENT
AND PERMANENT INJUNCTION
PURSUANT TO STIPULATION
(Code of Civil Procedure § 664.6)

23 Plaintiff the People of the State of California ex rel. Maziar Movassaghi, Acting Director of
24 the Department of Toxic Substances Control ("Plaintiff" or the "Department") and Defendant
25 Joslyn Sunbank Company LLC ("Defendant" or "Sunbank") having consented to the entry of this
26 Amendment to Final Judgment and Permanent Injunction ("Amendment to Final Judgment")
27 prior to the taking of any proof and without a trial or adjudication of any fact or law herein, and
28

1 The Court having considered the pleadings, which consist of the Final Judgment and
2 Permanent Injunction Pursuant to Stipulation ("Final Judgment"), the parties' Stipulation for
3 Entry of Amendment to Final Judgment and Permanent Injunction, and the Proposed Amendment
4 to Final Judgment and Permanent Injunction; and good cause appearing therefore,
5

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

7 **JURISDICTION AND VENUE**

8 1. Jurisdiction exists over this matter pursuant to Health & Safety Code sections 25181,
9 25189, and 25189.2 and pursuant to the Final Judgment and Permanent Injunction Pursuant to
10 Stipulation. Venue is proper pursuant to Health & Safety Code section 25183.

11 **APPLICABILITY**

12 2. The provisions of the Amendment to the Final Judgment, and the underlying
13 Stipulation for Entry of Amendment to Final Judgment and Permanent Injunction (which is
14 attached hereto as Exhibit 1 and incorporated by reference), shall apply to and be binding on
15 Defendant, its subsidiaries and divisions, its parent companies, its officers and directors, its
16 agents, employees, contractors, consultants, successors, assignees, and representatives, and all
17 persons, partners, corporations and successors thereto, or other entities, acting by, through, under,
18 or on behalf of Defendant, and upon Plaintiff and any successor agency of Plaintiff that may have
19 responsibility for and jurisdiction over the subject matter of this Final Judgment. This
20 Amendment to Final Judgment shall in no way impair the force or effect of, or change the
21 Department's right(s) to enforce the original Final Judgment, entered March 27, 2007, in this
22 matter. The Amendment to Final Judgment is in addition to the Final Judgment.

23 **INJUNCTION**

24 3. The Enjoined Parties (which include Defendant, its subsidiaries and divisions, its
25 officers and directors, its agents, employees, contractors, consultants, successors, assignees, and
26 representatives, and all persons, partners, corporations and successors thereto, or other entities,
27 acting by, through, under, or on behalf of Defendant), pursuant to Health and Safety Code
28 sections 25181 and 25184, shall do the following:

- 1 (a) Assess and certify hazardous waste treatment tank units as required by Cal.
2 Code Regs, tit. 22, § 66265.192, subd. (h)(1).
- 3 (b) Allow the Department to conduct no fewer than one (1) inspection per calendar
4 year to review the Paso Robles facility's compliance with the Final Judgment, this Amendment to
5 Final Judgment, the HWCL and the Department's regulations, as well as any inspection(s) to
6 verify the facility's representation that it has achieved full compliance subsequent to that first
7 calendar year inspection. The Department may choose to clear prospective inspection dates with
8 the facility for practical, logistical considerations. However, no advance notice of these
9 inspections shall be required, and no inspection or other warrant shall be required to access the
10 facility.
- 11 (c) Reimburse the Department for reasonable costs (staff time and expenses)
12 incurred in conducting the inspection(s) required under subdivision (b) above, associated
13 preparation and travel time, associated report writing and follow up through the Department's
14 issuance of its determination that the facility is in compliance with the Final Judgment, this
15 Amendment to Final Judgment, the HWCL and the Department's regulations. Sunbank agrees
16 that DTSC's indirect rate is reasonable because it is subject to California Department of Finance
17 audit and calculated semi-annually in accordance with their guidelines. The parties agree that
18 Sunbank will reimburse DTSC for its reasonable costs for inspections through December 31,
19 2012. Costs associated with an inspection that occurred before December 31, 2012, but are
20 actually incurred after December 31, 2012, such as the writing of the report or follow up to verify
21 and document compliance, will also be reimbursed by Sunbank.
- 22 (d) Within twelve (12) months of entry of the Amendment to Final Judgment,
23 Sunbank shall submit to the Department documentation from the California Compliance School
24 that Sunbank's president, EHS Coordinator, and facility personnel, as defined in California Code
25 of Regulations, title 22, section 66260.10, with hazardous waste responsibilities have successfully
26 completed the Hazardous Waste Generator Training, Modules I, II, III, IV and V (Modules I-V).
27 //
28 //

1 MONETARY SETTLEMENT REQUIREMENTS

2 4. Sunbank shall pay the Department the sum of Seventy-Five Thousand Dollars
3 (\$75,000), in settlement of the Department's claims, as follows:

4 (a) The sum of \$75,000, as and for civil penalties, in two payments. The first.
5 payment of \$25,000 is due to the Department within fifteen (15) days of entry of the Amendment
6 to Final Judgment. The second and final payment of \$50,000 is due to the Department on or
7 before November 1, 2009. These payments under the Amendment to Final Judgment shall be
8 made by cashier's check, payable to the California Department of Toxic Substances Control, and
9 mailed to:

10 Cashier
11 Accounting Office
12 Department of Toxic Substances Control
13 P.O. Box 806
14 Sacramento, CA 95812-0806.

15 The checks shall bear on their face the phrase "DTSC # HWCA 2005-0946."

16 (b) A photocopy of all checks and payments made pursuant to the Amendment to
17 Final Judgment shall be sent, at the same time, to:

18 Charles A. McLaughlin, Performance Manager
19 State Oversight and Enforcement Branch
20 Enforcement and Emergency Response Program
21 Department of Toxic Substances Control
22 8800 Cal Center Drive
23 Sacramento, CA 95826-3200

24 Vivian Murai, Senior Staff Counsel
25 Office of Legal Counsel
26 Department of Toxic Substances Control
27 1001 I Street, MS-23A
28 P.O. Box 806
Sacramento, CA 95812-0806

and to

Rose B. Fua
Deputy Attorney General
State of California Department of Justice
Attorney General's Office
1515 Clay Street, 20th Floor
Oakland, CA 94612

1 Copies sent to Vivian Murai and Rose Fua may be electronic copies (i.e., Adobe PDF files
2 sent to vmurai@dtsc.ca.gov and rose.fua@doj.ca.gov, respectively) rather than paper copies.

3 **OTHER PROVISIONS**

4 5. **Retention of Jurisdiction.**

5 The Court shall retain jurisdiction of this matter to implement the Final Judgment and
6 Amendment to Final Judgment.

7 6. **Enforcement of Judgment.**

8 Any party may, by motion or order to show cause before the Superior Court of San
9 Luis Obispo County, enforce the terms and conditions contained in this Amendment to Final
10 Judgment and/or Final Judgment. Where a failure to comply with this Amendment to Final
11 Judgment and/or Final Judgment constitutes future violations of the HWCL, or other laws
12 independent of this Final Judgment and/or alleged in the Complaint, Plaintiff is not limited to
13 enforcement of this Amendment to Final Judgment and/or Final Judgment, but may seek in
14 another action, subject to satisfaction of any procedural requirements, including notice
15 requirements, whatever fines, costs, fees, penalties, or remedies are provided by law for failure to
16 comply with the HWCL or other laws.

17 7. **Modification.**

18 This Amendment to Final Judgment and Final Judgment may be modified from time to time
19 by express written agreement of the parties, with the approval of the Court, or by an order of this
20 Court in accordance with law.

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8. Entry of Judgment.

The Clerk of the Court is ordered to enter this Amendment to Final Judgment within five (5) days of the date hereof, and to provide the parties with notice of entry of judgment within ten (10) days of the entry of this Amendment to Final Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: AUG 20 2009

/s/ J ROGER PICQUET

Judge of the Superior Court

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1 EDMUND G. BROWN JR.
Attorney General of California
2 MATTHEW RODRIQUEZ
Chief Assistant Attorney General
3 KEN ALEX
Senior Assistant Attorney General
4 MARGARITA PADILLA
Supervising Assistant Attorney General
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN LUIS OBISPO
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14 **PEOPLE OF THE STATE OF**
15 **CALIFORNIA, ex rel. Maziar Movassaghi,**
16 **Acting Director, California Department of**
Toxic Substances Control,

17 Plaintiff,

18 v.

19 **JOSLYN SUNBANK COMPANY LLC, a**
20 **California Corporation,**

21 Defendant.

CV 070208

STIPULATION FOR ENTRY OF
AMENDMENT TO FINAL JUDGMENT
AND PERMANENT INJUNCTION

(Code of Civil Procedure § 664.6)

22
23 Plaintiff the People of the State of California ex rel. Maziar Movassaghi, Acting Director of
24 the Department of Toxic Substances Control (“Plaintiff” or the “Department”) and Defendant
25 Joslyn Sunbank Company LLC (“Defendant” or “Sunbank”) enter into this Stipulation for Entry
26 of Amendment to Final Judgment and Permanent Injunction (“Stipulation”) to resolve an alleged
27 violation of the Final Judgment and Permanent Injunction. The Department and Sunbank agree
28 as follows:

1 **1. Final Judgment and Permanent Injunction.**

2 On March 28, 2007, this Court entered its Final Judgment and Permanent Injunction
3 Pursuant to Stipulation (“Final Judgment”) in this matter to resolve alleged violations of the
4 Hazardous Waste Control Law (HWCL, Health and Safety Code sections 25100 et seq.) and the
5 Department’s associated regulations (Cal. Code Regs, tit. 22, Division 4.5, sections 66000 et seq.)
6 at the facility.

7 The Final Judgment provides that the Court retains jurisdiction to enforce the terms of
8 the judgment. (Final Judgment, Paragraphs 5 and 6) When the Court signed the Final Judgment
9 in March 2007, it scheduled a Case Management Conference for two years later in April 2009.

10 **2. Violation of Final Judgment and Permanent Injunction.**

11 In preparation for the Case Management Conference, the Department conducted
12 inspections of Sunbank’s facility in March 2009 to determine whether it was in compliance with
13 the Final Judgment. In its Inspection Report (“Report”), dated May 7, 2009, the Department
14 concluded that Sunbank was in compliance with Items (b), (c), (d), (e), (f), (g), (h), (i), (j), and (k)
15 of paragraph 3 of the Final Judgment. The Department alleged that Sunbank violated one
16 provision of the Final Judgment, paragraph 3(a), beginning in September 2006, by failing to
17 certify the newly installed, acid dribble tank and its ancillary connections with the hazardous
18 waste tank system before putting the new tank into service.

19 As of June 16, 2009, the Department agrees that Sunbank has corrected the violation
20 alleged in the Report.

21 **3. Agreement to Settle Dispute.**

22 The parties enter into this Stipulation pursuant to a compromise and settlement by
23 mutually consenting to the entry by the Superior Court of San Luis Obispo County (“Court”) of
24 the Proposed Amendment to Final Judgment and Permanent Injunction Pursuant to Stipulation in
25 the form attached as Exhibit A (“Amendment to Final Judgment”), incorporated herein by
26 reference. This Stipulation and Proposed Amendment to Final Judgment was negotiated and
27 executed in good faith and at arms’ length, by the Department and by Sunbank, to avoid the
28 initiation and continuation of expensive and protracted litigation regarding the alleged violation

1 of the HWCL.

2 **4. Jurisdiction and Venue.**

3 Jurisdiction exists over this matter pursuant to the Court's authority to enforce the
4 Final Judgment. (Final Judgment, Paragraph 6)

5 **5. Waiver of Hearing.**

6 Sunbank waives any right to a judicial or administrative hearing in this matter prior to
7 the entry of the Amendment to Final Judgment.

8 **6. Release/Matters Covered.**

9 This Amendment to Final Judgment is a final and binding settlement, and release by
10 the Department, of all claims, alleged violations, or causes of action alleged in the Report, or
11 which could have been asserted by the Department based on the facts alleged in the Report,
12 against Sunbank, its predecessors in interest, and its officers, directors, shareholders, partners,
13 employees, representatives, and agents up through March 18, 2009, the date of the second
14 inspection by the Department. The provisions of this paragraph become effective when the
15 Amendment to Final Judgment is entered and Sunbank makes timely payment of all amounts set
16 forth in Paragraph 9 below. Nothing in the Amendment to Final Judgment shall constitute or be
17 construed as a satisfaction or release from liability for any conditions or claims arising as a result
18 of past, current, or future operations of Sunbank except as provided herein. The Department
19 reserves the right to initiate further actions as necessary to protect public health or welfare or the
20 environment notwithstanding Sunbank's compliance with the terms of the Final Judgment and
21 Amendment to Final Judgment.

22 **7. Application of Settlement and Injunction.**

23 The injunctive provisions of the Amendment to Final Judgment are applicable to
24 Sunbank, its subsidiaries and divisions, its officers and directors, its agents, employees,
25 contractors, consultants, successors, assignees, and representatives, and all persons, partners,
26 corporations and successors thereto, or other entities, acting by, through, under, or on behalf of
27 Sunbank (collectively, "Enjoined Parties").
28

1 This Stipulation and Entry of this Amendment to Final Judgment shall in no way
2 impair the force or effect of, or change the Department's right(s) to enforce the original Final
3 Judgment, entered March 27, 2007, in this matter. The Amendment to Final Judgment is in
4 addition to the Final Judgment.

5 **8. Injunctive Relief.**

6 Enjoined Parties, pursuant to Health and Safety Code sections 25181 and 25184, shall
7 do the following:

8 (a) Assess and certify hazardous waste treatment tank units as required by Cal.
9 Code Regs, tit. 22, § 66265.192, subd. (h)(1).

10 (b) Allow the Department to conduct no fewer than one (1) inspection per calendar
11 year to review the Paso Robles facility's compliance with the Final Judgment, this Amendment to
12 Final Judgment, the HWCL and the Department's regulations, as well as any inspection(s) to
13 verify the facility's representation that it has achieved full compliance subsequent to that first
14 calendar year inspection. The Department may choose to clear prospective inspection dates with
15 the facility for practical, logistical considerations. However, no advance notice of these
16 inspections shall be required, and no inspection or other warrant shall be required to access the
17 facility.

18 (c) Reimburse the Department for reasonable costs (staff time and expenses)
19 incurred in conducting the inspection(s) required under subdivision (b) above, associated
20 preparation and travel time, associated report writing and follow up through the Department's
21 issuance of its determination that the facility is in compliance with the Final Judgment, this
22 Amendment to Final Judgment, the HWCL and the Department's regulations. Sunbank agrees
23 that DTSC's indirect rate is reasonable because it is subject to California Department of Finance
24 audit and calculated semi-annually in accordance with their guidelines. The parties agree that
25 Sunbank will reimburse DTSC for its reasonable costs for inspections through December 31,
26 2012. Costs associated with an inspection that occurred before December 31, 2012, but are
27 actually incurred after December 31, 2012, such as the writing of the report or follow up to verify
28 and document compliance, will also be reimbursed by Sunbank..

1 (d) Within twelve (12) months of entry of the Amendment to Final Judgment,
2 Sunbank shall submit to the Department documentation from the California Compliance School
3 that Sunbank's president, EHS Coordinator, and facility personnel, as defined in California Code
4 of Regulations, title 22, section 66260.10, with hazardous waste responsibilities have successfully
5 completed the Hazardous Waste Generator Training, Modules I, II, III, IV and V (Modules I-V).

6 9. Monetary Settlement.

7 Sunbank shall pay the Department the sum of Seventy-Five Thousand Dollars
8 (\$75,000), in settlement of the Department's claims, as follows:

9 (a) The sum of \$75,000, as and for civil penalties, in two payments. The first
10 payment of \$25,000 is due to the Department within fifteen (15) days of entry of the Amendment
11 to Final Judgment. The second and final payment of \$50,000 is due to the Department on or
12 before November 1, 2009. These payments under the Amendment to Final Judgment shall be
13 made by cashier's check, payable to the California Department of Toxic Substances Control, and
14 mailed to:

15 Cashier
16 Accounting Office
17 Department of Toxic Substances Control
18 P.O. Box 806
19 Sacramento, CA 95812-0806.

20 The checks shall bear on their face the phrase "DTSC # HWCA 2005-0946."

21 (b) A photocopy of all checks and payments made pursuant to the Amendment to
22 Final Judgment shall be sent, at the same time, to:

23 Charles A. McLaughlin, Performance Manager
24 State Oversight and Enforcement Branch
25 Enforcement and Emergency Response Program
26 Department of Toxic Substances Control
27 8800 Cal Center Drive
28 Sacramento, CA 95826-3200

Vivian Murai, Senior Staff Counsel
Office of Legal Counsel
Department of Toxic Substances Control
1001 I Street, MS-23A
P.O. Box 806
Sacramento, CA 95812-0806

1 and to

2 Rose B. Fua
3 Deputy Attorney General
4 State of California Department of Justice
5 Attorney General's Office
6 1515 Clay Street, 20th Floor
7 Oakland, CA 94612

8 Copies sent to Vivian Murai and Rose Fua may be electronic copies (i.e., Adobe PDF files
9 sent to vmurai@dtsc.ca.gov and rose.fua@doj.ca.gov, respectively) rather than paper copies.

10 **10. Notice.**

11 All submissions and notices required by the Stipulation and Amendment to Final
12 Judgment shall be in writing, and shall be sent to:

13 The Department:

14 Charles A. McLaughlin, Performance Manager
15 State Oversight and Enforcement Branch
16 Enforcement and Emergency Response Program
17 Department of Toxic Substances Control
18 8800 Cal Center Drive
19 Sacramento, California 95826-3200

20 Sunbank:

21 Kevin Kuhn, President
22 Joslyn Sunbank Company LLC
23 1740 Commerce Way
24 Paso Robles, California 93446

25 William D. Wick
26 Wactor & Wick LLP
27 180 Grand Avenue
28 Suite 950
Oakland, CA 94612

All approvals and decisions regarding any matter requiring approvals or decisions
under the terms of the Amendment to Final Judgment shall be communicated in writing. No
advice, guidance, suggestions or comments by employees or officials of the Department
regarding submittals or notices shall be construed to relieve Sunbank of its obligation to obtain
any final written approvals required by the Amendment to Final Judgment.

1 **11. The Department Not Liable.**

2 Neither the Department nor the State of California or any of its agencies, boards, or
3 departments (collectively, "State Entities") shall be liable for any injury or damage to persons or
4 property resulting from acts or omissions by Sunbank, its directors, officers, employees, parent
5 companies, affiliates, agents, representatives, or contractors in carrying out activities pursuant to
6 the Amendment to Final Judgment, nor shall the Department or any of the State Entities be held
7 as a party to or guarantor of any contract entered into by Sunbank, its directors, officers,
8 employees, agents, representatives, parent companies, affiliates, or contractors in carrying out
9 activities required pursuant to the Final Judgment.

10 **12. Compliance with Applicable Law.**

11 Sunbank shall implement the terms of the Amendment to Final Judgment in
12 compliance with all local, State, and federal requirements, including, but not limited to,
13 requirements to obtain permits and to assure worker safety. Sunbank's compliance with this
14 Amendment to Final Judgment in no way reduces, changes, or eliminates its obligations and
15 duties under the Final Judgment.

16 **13. Access.**

17 Nothing in the Amendment to Final Judgment is intended to limit in any way the right
18 of entry or inspection that the Department or any other agency may otherwise have by operation
19 of any law.

20 **14. Sampling, Data, and Document Availability.**

21 Sunbank shall permit the Department or its authorized representatives to inspect and
22 copy all sampling, testing, monitoring, and other data generated by Sunbank or on Sunbank's
23 behalf in any way pertaining to the Department's regulatory authority under the Health & Safety
24 Code. Retention times for the above records, and extensions thereof, shall be as specified in the
25 applicable statutes and regulations.

26 **15. Integration.**

27 This Stipulation, together with exhibits, constitutes the entire agreement and
28 understanding of the parties with respect to the limited subject matter hereof. No representations,

1 oral or written, express or implied, other than those contained herein have been made by any
2 party hereto. No other agreements not specifically referred to herein, oral or written, shall be
3 deemed to exist or to bind any of the parties. This Stipulation may not be amended or
4 supplemented except as provided for in this Stipulation.

5 **16. Authority to Enter Stipulation.**

6 Each signatory to this Stipulation certifies that he or she is fully authorized by the
7 party he or she represents to enter into this Stipulation, to execute it on behalf of the party
8 represented, and to legally bind that party.

9 **17. Modification of Stipulation and Final Judgment.**

10 Neither this Stipulation nor the Amendment to Final Judgment may be modified
11 without written stipulation of the parties hereto and approval by the Court.

12 **18. Parties Bound.**

13 The Amendment to Final Judgment shall apply to and be binding upon Sunbank, its
14 subsidiaries and divisions, its parent companies, its officers and directors, its agents, employees,
15 contractors, consultants, successors, assignees, and representatives, and all persons, partners,
16 corporations and successors thereto, or other entities, acting by, through, under, or on behalf of
17 Sunbank, and upon the Department and any successor agency of the Department that may have
18 responsibility for and jurisdiction over the subject matter of this Amendment to Final Judgment.

19 **19. Effect of Amendment to Final Judgment.**

20 Except for the release provided in Paragraph 6, nothing in the Amendment to Final
21 Judgment shall constitute or be construed as barring the Department, or any other regulatory
22 body, from taking appropriate enforcement actions or otherwise exercising its authority under any
23 law, statute or regulation. Nothing in the Amendment to Final Judgment will reduce, change or
24 eliminate Sunbank's obligations under the Final Judgment.

25 **20. Entry of Judgment Required.**

26 This Stipulation to the Amendment to Final Judgment shall be null and void, and be
27 without any force or effect, unless the Court enters the Amendment to Final Judgment in this
28 matter.

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21. Governing Law.

The terms of the Amendment to Final Judgment shall be governed by the laws of the State of California.

22. Retention of Jurisdiction.

The Court shall retain jurisdiction of this matter for, among other things, purposes of interpretation, implementation, modification, and enforcement of the Amendment to Final Judgment. The Amendment to Final Judgment shall go into effect immediately upon entry hereof. Entry is authorized immediately upon filing.

23. Counterparts.

This Stipulation may be executed in counterparts, each of which shall be deemed an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IT IS SO STIPULATED.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Dated:

6 Aug 09

By:



Charles A. McLaughlin, Performance Manager
State Oversight and Enforcement Branch
Enforcement and Emergency Response Program

JOSLYN SUNBANK COMPANY LLC

Dated:

By:

Kevin Kuhn, President
Joslyn Sunbank Company, LLC

APPROVED AS TO FORM:

EDMUND G. BROWN JR.
Attorney General of the State of California
MATTHEW RODRIQUEZ
Chief Assistant Attorney General
KEN ALEX
Senior Assistant Attorney General
MARGARITA PADILLA
Supervising Deputy Attorney General
ROSE B. FUA
LAURA J. ZUCKERMAN
Deputy Attorneys General



Dated:

8/6/09

By:

ROSE B. FUA
Deputy Attorney General
Attorneys for Plaintiff
People of the State of California ex rel.
Maziar Movassaghi, Acting Director, California
Department of Toxic Substances Control

WACTOR & WICK LLP

Dated:

By:

WILLIAM D. WICK

Attorneys for Defendant
Joslyn Sunbank Company LLC

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JOSLYN SUNBANK COMPANY LLC

Dated: 8/5/09

By: 
Kevin Kuhn, President
Joslyn Sunbank Company, LLC

APPROVED AS TO FORM:

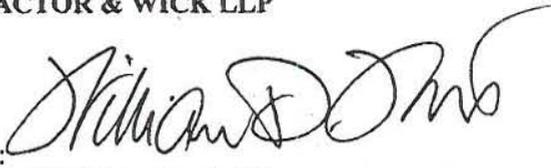
EDMUND G. BROWN JR.
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LAURA J. ZUCKERMAN
Deputy Attorneys General

Dated:

By:
ROSE B. FUA
Deputy Attorney General
Attorneys for Plaintiff
People of the State of California ex rel.
Maziar Movassaghi, Acting Director, California
Department of Toxic Substances Control

WACTOR & WICK LLP

Dated: 8.5.09

By: 
WILLIAM D. WICK
Attorneys for Defendant
Joslyn Sunbank Company LLC