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JAN 27 2004

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

Attorneys for Plaintiff Department of Toxic
Substances Control

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

CALIFORNIA DEPARTMENT OF TOXIC
SUBSTANCES CONTROL,

Plaintiff,

v.

AERVOE INDUSTRIES, INC., D.A. STUART
COMPANY, FORD MOTOR COMPANY,
GENERAL MILLS, INC., GOLDEN GATE
PETROLEUM, K-M INDUSTRIES HOLDING
COMPANY, INC., PENNZOIL-QUAKER STATE
COMPANY, SALZ LEATHERS, INC.,
SUNSWEEET GROWERS INC., TEXTRON INC.,
and the UNITED STATES NAVY,

Defendants.

04 0350 HCL

Case No. CIV

CONSENT DECREE
BETWEEN CALIFORNIA
DEPARTMENT OF TOXIC
SUBSTANCES CONTROL
AND SETTLING
DEFENDANTS AND
SETTLING FEDERAL
AGENCY

1. INTRODUCTION

On MONTH, DAY, 2003, the California Department of Toxic Substances Control ("DTSC") filed a Complaint seeking reimbursement of responses costs pursuant to the provisions of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") 42 U.S.C. sections 9601 *et seq.* against the following defendants: Aervoe Industries, Inc., D.A. Stuart Company, Ford Motor Company, General Mills, Inc., Golden Gate Petroleum, K-M Industries Holding Company, Inc., Pennzoil-Quaker State Company, Salz

1 Leathers, Inc., Sunsweet Growers Inc., Textron Inc., (together referred to as “Settling
2 Defendants”) and the United States Navy (“Settling Federal Agency”). The Settling Defendants
3 include the following affiliates: Applied Tinting Systems, Inc., a California Corporation, Aervoe
4 Pacific Company, a California Corporation, Aervoe Pacific Company, a Nevada Corporation,
5 Pacific Aerosol, Inc., a California corporation, Aervoe Chemical Company, a California

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11 Corporation and each of the Settling Defendants’ and listed affiliates’ respective corporate
12 successors and assigns. The Settling Defendants and Settling Federal Agency now settle their
13 alleged liability on the terms set forth below.

14 **2. COMPLAINT**

15 2.1 The Complaint in this case seeks, among other things, recovery of response costs
16 incurred or to be incurred by DTSC for response actions taken at or in connection with the
17 release or threatened release of hazardous substances at the Site.

18 **3. PARTIES BOUND**

19 3.1. This Consent Decree is binding upon DTSC, Settling Defendants and Settling
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21 legal status including, but not limited to, any transfer of assets or real or personal property, shall
22 in no way alter the status or responsibilities of Settling Defendants and Settling Federal Agency
23 under this Consent Decree.

24 **4. JURISDICTION**

25 4.1 DTSC, Settling Defendants, and Settling Federal Agency agree that the United

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28 and 9613(b) and personal jurisdiction over Settling Defendants and Settling Federal Agency.

1 Solely for purposes of this Consent Decree and the underlying Complaint, Settling Defendants
2 and Settling Federal Agency waive all objections and defenses that they may have to the
3 jurisdiction of the Court or to venue in this District. Settling Defendants and Settling Federal
4 Agency shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter
5 and enforce this Consent Decree.

6 **5. SETTLEMENT OF DISPUTED CLAIMS**

7 5.1 This Consent Decree was negotiated and executed by DTSC, Settling Defendants,
8 and Settling Federal Agency in good faith to avoid prolonged and complicated litigation and to
9 further the public interest.

10 5.2 This Consent Decree represents a fair, reasonable and equitable settlement of the
11 matters addressed herein as to all parties which have an interest in this litigation. The Settling
12 Defendants and Settling Federal Agency do not admit that they sent, transported or arranged for
13 disposal of any hazardous substances at the Site and do not admit any liability to DTSC arising
14 out of the transactions or occurrences alleged in the Complaint. Nothing in this Consent Decree
15 shall be construed as an admission by Settling Defendants or Settling Federal Agency of any
16 violation of law, any allegation in the Complaint, or of any issue of law or fact, and except as
17 specifically provided for herein, nothing in this Consent Decree shall prejudice, waive, or impair
18 any right, remedy, or defense that Settling Defendants or Settling Federal Agency may have in
19 this or in any other or further legal proceeding.

20 **6. DEFINITIONS**

21 6.1 All terms that are used in this Consent Decree that are defined in CERCLA, 42
22 U.S.C. § 9601, shall have the same meaning as the definitions used in that section.

23 6.2 The term "Site" shall mean the Lorentz facility Superfund site, encompassing
24 approximately 6.72 acres, located at 1515 South Tenth Street in San Jose, Santa Clara County,
25 California and shall include all areas where contamination emanating or migrating from the
26 Lorentz facility has come to be located.

27 **7. SETTLEMENT PAYMENT**

28 7.1 Upon the date that this Court's Order approving this Consent Decree becomes

1 final and non-appealable, or any appeal therefrom has been conclusively resolved by a final and
2
3 shall be liable to DTSC for a total payment of \$359,050 and Settling Federal Agency shall be
4 liable for a total payment of \$140,950 to DTSC. Settling Defendants shall make this payment
5
6 its payment as soon as reasonably practicable after the Effective Date, but in no event later than
7 120 days after the Effective Date.

8 7.2 Settling Defendants shall pay the amount set forth in paragraph 7.1 for Settling
9 Defendants by cashier's check made out to the California Department of Toxic Substances
10
11 Federal Agency shall pay the amount set forth in paragraph 7.1 for Settling Federal Agency by
12 check made out to the California Department of Toxic Substances Control and identified with the
13 docket number of this case and "Site No. 200061." Payment shall be mailed to:

14 Department of Toxic Substances Control
15 Cashier, Accounting Office
16 1001 I Street, 21st Floor
 P.O. Box 806
 Sacramento, CA 95812-0806

17
18 Rose B. Fua, Deputy Attorney General
19 Office of the Attorney General
20 1515 Clay Street, 20th Floor
 P.O. Box 70550
 Oakland, CA 94612-0550

21 7.3 The parties to this Consent Decree recognize and acknowledge that the payment
22 obligations of Settling Federal Agency under this Consent Decree can only be paid from
23 appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be
24 interpreted or construed as a commitment or requirement that Settling Federal Agency obligate or
25 pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable
26 provision of law.

27 7.4. This Consent Decree is contingent and dependent on all of its terms being
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1 DTSC, Settling Defendants and Settling Federal Agency reserve all of their respective rights,
2 remedies and defenses.

3 8. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT
4 DECREE

5 8.1. Interest on Late Payments. If Settling Defendants fail to make the payment due
6 from them under Paragraph 7.1 by the required due date, interest shall continue to accrue on the
7 unpaid balance through the date of payment. The rate of interest to be paid to DTSC shall equal
8 the rate of interest that will be paid to the United States Environmental Protection Agency
9 (“EPA”) on its Escrow Account for the Site as set forth in the proposed Consent Decree between
10 the United States of America and Settling Defendants and Settling Federal Agency, Paragraph 5,
11 settling the case of the United States v. Aervoe Industries, Inc et al. If the United States does
12 not make the payment due on behalf of the Settling Federal Agency under Paragraph 7.1 within
13 120 days of the Effective Date, interest on the unpaid balance shall be paid to DTSC at the rate
14 established pursuant to section 107(a) of CERCLA, 42 U.S.C. §9607(a), commencing on the
15 120th day following the Effective Date and accruing through the date of payment.

16 8.2. Stipulated Penalty.

17 a. If the amount due under Paragraph 7.1 from Settling Defendants is not paid by
18 the required due date, Settling Defendants shall be in violation of this Consent Decree and shall
19 pay, as a stipulated penalty, in addition to the interest required by Paragraph 8.1, \$2500 per day
20 that such payment is late.

21 b. Stipulated penalties are due and payable within 30 days of the date of the
22 demand for payment of the penalties by DTSC. All payments to DTSC under this Paragraph
23 shall be identified as “stipulated penalties” and shall be made by certified or cashier’s check
24 made payable to the California Department of Toxic Substances Control. The check, or a letter
25 accompanying the check, shall reference the name and address of the party(ies) making payment,
26 the Site name, and Site Code 200061. Settling Defendants shall send the check (and any
27 accompanying letter) to:
28

1 Department of Toxic Substances Control
2 Cashier, Accounting Office
3 1001 I Street, 21st Floor
4 P.O. Box 806
5 Sacramento, CA 95812-0806

6 c. At the time of each payment, Settling Defendants shall also send notice that
7 such payment has been made to DTSC and the California Attorney General's Office. Such
8 notice shall reference the Site name, and Site Code 200061.

9 d. Penalties shall accrue as provided in this Paragraph regardless of whether
10 DTSC has notified Settling Defendants of the violation or made a demand for payment, but need
11 only be paid upon demand. All penalties shall begin to accrue on the day after payment is due
12 and shall continue to accrue through the date of payment. Nothing herein shall prevent the
13 simultaneous accrual of separate penalties for separate violations of this Consent Decree.

14 8.3. If DTSC brings an action to enforce this Consent Decree, and DTSC prevails in
15 such action, Settling Defendants against whom the enforcement action is brought shall reimburse
16 DTSC for all costs of such action, including but not limited to costs of attorney time. If DTSC
17 brings an action to enforce this Consent Decree, and DTSC prevails in such action, Settling
18 Federal Agency against whom the enforcement action is brought shall reimburse DTSC for all
19 costs of such action, including but not limited to costs of attorney time to the extent not
20 otherwise prohibited by law.

21 8.4. Payments made under this Section shall be in addition to any other remedies or
22 sanctions available to DTSC by virtue of Settling Defendants' and Settling Federal Agency's
23 failure to comply with the requirements of this Consent Decree.

24 8.5. The obligations of Settling Defendants to pay amounts owed DTSC under this
25 Consent Decree are joint and several. In the event of the failure of any one or more Settling
26 Defendants to make the payments required under this Consent Decree, the remaining Settling
27 Defendants shall be responsible for such payments.

28 8.6. Notwithstanding any other provision of this Section, DTSC may, in its
unreviewable discretion, waive payment of any portion of the stipulated penalties that have
accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse

1 Settling Defendants or Settling Federal Agency from payment as required by Section 7.1.

2 9. COVENANT NOT TO SUE

3 9.1 Except as specifically provided in Paragraph 11, DTSC covenants not to sue or to
4 take any other further civil or administrative action (collectively "Covenant Not to Sue") against

- 5 (1) the Settling Defendants and/or the Settling Federal Agency, and
- 6 (2) any of its predecessors, successors or assigns, or any of its owners, directors,
7 officers, shareholders, employees and agents

8 for any and all civil liability to DTSC for reimbursement of all or any portion of the costs of

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11 and Recovery Act, 42 U.S.C. § 6973, the Hazardous Waste Control Law, California Health &
12 Safety Code §§ 25100 *et seq.*, the Carpenter-Presley-Tanner Hazardous Substance Account Act,
13 California Health & Safety Code §§ 25300 *et seq.*, or common law with regard to releases or
14 threatened releases of hazardous substances in, at, about or from the Site, whether such response
15
16 other party, including any party which in the future may fully or partially settle its liability for the
17 Site with DTSC, or anyone else, whether or not a party to this action. This Covenant Not to Sue
18 extends only to the Settling Defendants and the Settling Federal Agency, any of their

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21 Settling Defendants is conditioned upon the satisfactory performance by each of the Settling

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23 Defendants shall take effect upon receipt by DTSC of the entire amount required from Settling
24 Defendants pursuant to Paragraph 7.1 of this Consent Decree and any amount due from Settling

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26 Settling Federal Agency is conditioned upon the satisfactory performance by the Settling Federal
27 Agency of its obligations under this Consent Decree. The Covenant Not to Sue the Settling

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1 Settling Federal Agency pursuant to Paragraph 7.1 of this Consent Decree and any amount due
2 from Settling Federal Agency under Paragraph 8.1 of this Consent Decree.

3 9.2. The Settling Defendants and the Settling Federal Agency covenant not to sue, and
4 agree not to assert any claims or causes of action against DTSC, or its contractors or employees,
5 with respect to the Site or this Consent Decree, including but not limited to any direct or indirect
6 claim for reimbursement of response costs, or any claim arising out of response actions at or in
7 connection with the Site.

8 9.3. Settling Defendants and Settling Federal Agency agree not to assert any claims
9 and to waive all claims or causes of action that they may have for all matters relating to the Site,
10 including for contribution, against any person that has entered into a final CERCLA § 122(g) *de*
11 *minimis* settlement with DTSC and EPA with respect to the Site as of the effective date of this
12 Consent Decree. This waiver shall not apply with respect to any defense, claim, or cause of
13 action that a Settling Defendant or Settling Federal Agency may have against any person if such
14 person asserts a claim or cause of action relating to the Site against such Settling Defendant or
15 Settling Federal Agency. In addition, this waiver shall not apply in the event that the DTSC
16 brings a claim or cause of action against Settling Defendants or Settling Federal Agency relating
17 to liability for injury to, destruction of, or loss of natural resources, and/or for the costs of any
18 natural resource damage assessments.

19 **10. RETENTION OF RECORDS**

20 10.1 Each Settling Defendant hereby certifies individually that, to the best of its
21 knowledge and belief, after thorough inquiry, it has not, since notification of potential liability by
22 the United States or DTSC or the filing of suit against it regarding the Site, altered, mutilated,
23 discarded, destroyed or otherwise disposed of any records, information, or reports relating to its
24 potential liability regarding the Site which are the sole record of factual information, except as
25 such documents are destroyed or altered in the ordinary course of Settling Defendants' business
26 and in compliance with State and federal law, and have not been destroyed for an improper
27 purpose. Each Settling Defendant represents that the information provided to EPA in response to
EPA's requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C.

1 §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927 was believed to be
2 complete as of the time they were submitted.

3 **10.2** The United States acknowledges that the Settling Federal Agency (1) is subject to
4 all applicable Federal record retention laws, regulations, and policies; and (2) has fully complied
5 with any and all EPA requests for information pursuant to Section 104 (e) and 122 (e) of
6 CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

7 **11. DTSC's RESERVATION OF RIGHTS**

8 11.1. The Covenant Not to Sue set forth in Paragraph 9 above does not pertain to the
9 following matters, which DTSC reserves, and this Consent Decree is without prejudice to all
10 rights and claims of DTSC against Settling Defendants and Settling Federal Agency with respect
11 to the following:

- 12 (a) failure of the Settling Defendants and Settling Federal Agency to meet the
13 requirements of this Consent Decree;
- 14 (b) damage to natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C.
15 section 9601(6), including all costs incurred by any natural resources trustees;
- 16 (c) criminal liability;
- 17 (d) liability, based upon Settling Defendants' and Settling Federal Agency ownership
18 or operation of the Site, or upon Settling Defendants' and Settling Federal
19 Agency's transportation, treatment, storage, or disposal, or the arrangement for the
20 transportation, treatment, storage, or disposal, of a hazardous substance or a solid
21 waste at or in connection with the Site, after signature of this Consent Decree by
Settling Defendants and Settling Federal Agency.
- 22 (e) liability arising from the past, present, or future disposal, release or threat of
23 release of a hazardous substance, pollutant, or contaminant other than at the Site.

24 11.2. Except as expressly provided in the Consent Decree, nothing in the Consent
25 Decree is intended nor shall it be construed to preclude DTSC from exercising its authority under
26 any law, statute or regulation. Furthermore, nothing in the Consent Decree is intended, nor shall
27 it be construed, to preclude any other state agency, department, board or entity or any federal
entity from exercising its authority under any law, statute or regulation.

28 11.3. Notwithstanding any other provision in the Consent Decree, DTSC reserves the
29 right to institute proceedings in this action or in a new action seeking to compel the Settling
30 Defendants and Settling Federal Agency to perform additional response work for releases of

1 hazardous substances at or from the Site and/or seeking reimbursement of DTSC's response
2 costs, if:

- 3 (a) conditions previously unknown to DTSC are discovered at the Site and
4 these conditions indicate that (1) a hazardous substance has been or is
5 being released at the Site or there is a threat of such release into the
6 environment and (2) the response performed at the Site is not protective of
7 human health and the environment or;
- 8 (b) information is received after the Consent Decree is entered that indicates,
9 and DTSC determines, that the response performed at the Site is not
10 protective of human health and the environment.
- 11 (c) For purposes of this Paragraph 11.3 the information and the conditions
12 known to DTSC regarding the Site shall include all information, data and
13 other conditions, including, but not limited to, EPA's administrative
14 record, known to DTSC at the time of lodging of the Consent Decree.

15 However, DTSC's right to institute additional proceedings against Settling Defendants and
16 Settling Federal Agency shall be limited to compelling the performance of work to fully respond
17 to the newly discovered conditions or information or for seeking cost recovery for response costs
18 associated with the newly discovered conditions or information.

19 12. CONTRIBUTION PROTECTION

20 12. Except as provided in Paragraph 9.3 (De minimis waiver), nothing in this Consent
21 Decree shall be construed to create any rights in, or grant any cause of action to, any person not a
22 party to this Consent Decree. Each of the parties to this Consent Decree expressly reserves all
23 rights (including, but not limited to, any right to contribution, indemnification and/or
24 reimbursement), defenses, claims, remedies, demands, and causes of action which each party
25 may have with respect to any matter, transaction, or occurrence relating in any way to the Site
26 against any person not a party hereto.

27 12.2 By this Consent Decree, Settling Defendants and Settling Federal Agency have
28 resolved their liability to DTSC in a judicially approved settlement and shall not be liable for
29 contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C.
30 §9613(f)(2) for Matters Addressed. "Matters Addressed" in this Consent Decree are all response
31 actions taken or to be taken and all response costs incurred or to be incurred, at or in connection
32 with the Site, by DTSC or any other person. The Settling Defendants and Settling Federal

1 Agency are entitled, as of the date of entry of this Consent Decree, to protection from
contribution actions and claims as provided by CERCLA section 113(f)(2), 42 U.S.C. section
9613(f)(2). The "Matters Addressed" in this Consent Decree do not include those response costs
or response actions as to which DTSC has reserved its rights under this Consent Decree (except
for claims for failure to comply with this Decree), in the event that DTSC asserts rights against
Settling Defendants and Settling Federal Agency coming within the scope of such reservations.

7 12.3. The protection provided to Settling Defendants in Paragraph 12.2 is conditioned
8 upon receipt by DTSC of all the payments required of Settling Defendants by this Consent
Decree. The protection provided to Settling Federal Agency in Paragraph 12.2 is conditioned
upon receipt by DTSC of all the payments required of Settling Federal Agency by this Consent
11 Decree.

12 12.4. In any subsequent administrative or judicial proceeding initiated by DTSC for
13 injunctive relief, recovery of response costs, or other relief relating to the Site, Settling
Defendants and Settling Federal Agency shall not assert, and may not maintain, any defense or
claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion,
16 claim-splitting, or other defenses based upon any contention that the claims raised by DTSC in
the subsequent proceeding were or should have been brought in the instant case; provided,
however, that nothing in this Paragraph affects the ability of Settling Defendants and Settling
19 Federal Agency to maintain that the claims brought by DTSC in the subsequent proceeding fall
within the Covenant by DTSC set forth in Section 9, or are barred for some other reason other
21 than that the claims raised by DTSC in the subsequent proceeding were or should have been
22 brought in the instant case.

23 **13. NO WAIVER OF RIGHT TO ENFORCE**

24 The failure of DTSC to enforce any provision of this Consent Decree shall in no way be
25 deemed a waiver of such provision, or in any way affect the validity of this Consent Decree. The
failure of DTSC to enforce any such provision shall not preclude it from later enforcing the same
27 or any other provision of this Consent Decree.

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14. MODIFICATION OF CONSENT DECREE

This Consent Decree may be modified upon written approval of the parties hereto and with the consent of the Court.

15. APPLICATION OF CONSENT DECREE

This Consent Decree shall apply to and be binding upon DTSC and the Settling successors or assigns of any of them and on the Settling Federal Agency and its successor

16. AUTHORITY TO ENTER

16.1 Each signatory to this Consent Decree certifies that he or she is fully authorized by the party he or she represents to enter into this agreement, to execute it on behalf of the party

16.2. Each Settling Defendant and the Settling Federal Agency hereby agrees not to Decree, unless DTSC has notified Settling Defendants and Settling Federal Agency in writing

16.3. Each Settling Defendant and the Settling Federal Agency shall identify, on the in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The parties agree that Settling Defendants and Settling Federal Agency declines to enter this Consent Decree.

17. INTEGRATION

This Consent Decree constitutes the entire agreement between the parties and may not be amended or supplemented except as provided for in the Consent Decree.

1 **18. RETENTION OF JURISDICTION**

2 The Court shall retain jurisdiction of this matter until the requirements of this
3 Consent Decree have been fully satisfied.

4 **19. ATTORNEYS' FEES AND COSTS**

5 As to each other, each party to this Consent Decree shall bear its own costs,
6 attorneys' fees, expert witness fees and all other costs of litigation. This paragraph shall have no
7 effect on DTSC's or the Settling Defendants' and Settling Federal Agency's right to recover
8 these fees or costs from any other party.

9 **20. EXECUTION OF DECREE**

10 This Consent Decree may be executed in two or more counterparts, each of which
11 shall be deemed an original, but all of which together shall constitute one and the same
12 instrument.

13 **21. NOTICES AND SUBMISSIONS**

14 Whenever, under the terms of this Consent Decree, notice is required to be given or a
15 document is required to be sent by one party to another, it shall be directed to the individual
16 addresses specified, for DTSC in Paragraph 23 below, and, as to each Settling Defendant and the
17 Settling Federal Agency, to the individual specified by each Settling Defendant and the Settling
18 Federal Agency as the agent authorized to accept service pursuant to Section 23, unless those
19 individuals or their successors give notice of a change to the other parties in writing. Written
20 notice as specified herein shall constitute complete satisfaction of any written notice requirement
21 of the Consent Decree with respect to DTSC, the Settling Federal Agency, and Settling
22 Defendants, respectively.

23 **22. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

24 22.1. This Consent Decree shall be lodged with the Court for a period of not less than 30
25 days for public notice and comment. DTSC reserves the right to withdraw or withhold its
26 consent if the comments regarding the Consent Decree disclose facts or considerations which
27 indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants
28 and Settling Federal Agency consent to the entry of this Consent Decree without further notice.

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1. For Settling Defendant AERVOE INDUSTRIES, INC. on behalf of itself and the following affiliates, APPLIED TINTING SYSTEMS, INC., a California Corporation, AERVOE PACIFIC COMPANY, a California Corporation, AERVOE PACIFIC COMPANY, a Nevada Corporation, PACIFIC AEROSOL, INC., a California corporation, AERVOE CHEMICAL COMPANY, a California corporation

Dated: December 3, 2003 By: David A. Williams
Its: President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: BRUCE S. FLUSHMAN
Title: ATTORNEY FOR AERVOE INDUSTRIES, INC.
STOEL RIVES LLP
Address: 111 SUTTER ST., STE. 700
SAN FRANCISCO, CA 94104

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2. For Settling Defendant D.A. STUART COMPANY (f/k/a STUART-
IRONSIDES, INC.) on behalf of itself and the following affiliate, FAR BEST
CORPORATION

12/8/03 By: 

Its: VP OPERATIONS

Name: Eugene Carline

Title: Vice President-

Address: D. A. Stuart Company

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3. For Settling Defendant FORD MOTOR COMPANY on behalf of itself and the following affiliate, FORD ELECTRONICS and REFRIGERATION, LLC

Dated: By: 
Its: ASSISTANT SECRETARY

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: ALICIA G. TREDER

Title: PARALEGAL

Address: 1500 PARKLANE TOWERS WEST
3 PARKLANE BLVD
DEARBORN, MI 48126

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4. For Settling Defendant GENERAL MILLS, INC.

Dated: January 6, 2004 By: William Crutcher

Its: Chief Environmental Counsel

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Downey Brand LLP

Title: Nicole Gleason, ESQ

Address: 555 Capitol Mall, 10th Floor
Sacramento, CA 95814

1 5. For Settling Defendant GOLDEN GATE PETROLEUM CO. on behalf of itself
2 and the following affiliates, BAY AREA PETROLEUM CO., BAY
3 AREA/DIABLO PETROLEUM CO., BAY AREA HOLDENER PETROLEUM
4 CO. and HOLDENER PETROLEUM CO.

5
6 Dated: By: 
7 12/8/03
8 Its: PRESIDENT + CEO

9
10 Agent Authorized to Accept Service on Behalf of Above-signed Party:

11
12 Name: DENNIS M. O'KEEFE

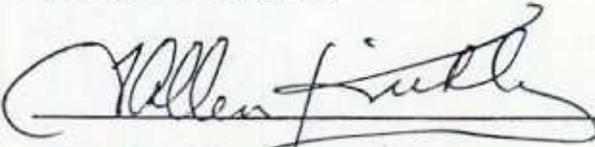
13
14 Title: PRESIDENT + CEO

15
16 Address: 501 SHELL AVE
17 MARTINEZ, CA 94753

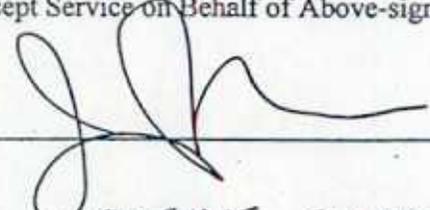
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7. For Settling Defendant PENNZOIL-QUAKER STATE COMPANY, on behalf of
itself and the following affiliates, PENNZOIL-QUAKER STATE COMPANY
dba SOPUS PRODUCTS and PENNZOIL, CO.

Dated: 12/16/03

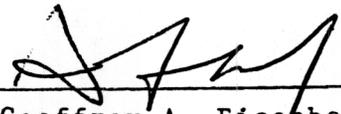
By: 
Vice President - Supply Chain
Shell Lubricants - U.S.
Its: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: 
Title: OUTSIDE COUNSEL, HERMAN EHRMAN CA FIRM
Address: 333 BUSH ST.
SAN FRANCISCO, CA.
94104

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8. For Settling Defendant SALZ LEATHERS, INC. on behalf of itself and the following affiliate, A.K. SALZ CO.

By: 
Geoffrey A. Eisenberg

Its: C.E.O.

Name: Margaret R. Dollbaum

Title: Attorney

Address: Folger Levin & Kahn LLP
275 Battery Street, 23rd Floor
San Francisco, CA 94111

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9. For Settling Defendant SUNSWEET GROWERS INC.

Dated: _____ By: *Harold G. Schuck*
Its: CEO / PRESIDENT

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

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11. For Settling Federal Agency the DEPARTMENT OF THE NAVY.

Dated: 11/7/04

By: H. Michael Semler

H. Michael Semler
Environment and Natural Resources Division
U.S. Department of Justice

Attorney for the Department of the Navy

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Chief, Environmental Defense Section Att: H. Michael Semler
Environment and Natural Resources Division
U.S. Department of Justice

Title: _____

Address: P.O. Box 23986, Washington, DC 20026-3986

APPROVED AS TO FORM:

Dated: 1/26/04

BILL LOCKYER
Attorney General of the State of California
THEODORA BERGER
Senior Assistant Attorney General
ROSE B. FUA
Deputy Attorney General

By: Rose B. Fua

ROSE B. FUA
Deputy Attorney General
Attorneys for Plaintiff
Department of Toxic Substances Control

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Dated: 10/3/03

STOEL RIVES LLP

By: *Bruce Fishman*
BRUCE FISHMAN
Attorney for Aerove Pacific Co., Inc.
Indenture 388

Dated: 12/9/03

MAYER, BROWN, ROWE & MAW LLP

By: *Thomas W. Diamond*
JOHN C. BERGHOFF, JR. *Thomas, W. Diamond*
Attorney for D.A. Stuart Co.

Dated:

FORD MOTOR COMPANY

By: *Thomas De Zure*
~~ALICIA G. FREDER~~ *Thomas De Zure*
~~Paralegal for Ford Motor Co.~~
Asst. Secretary

Dated:

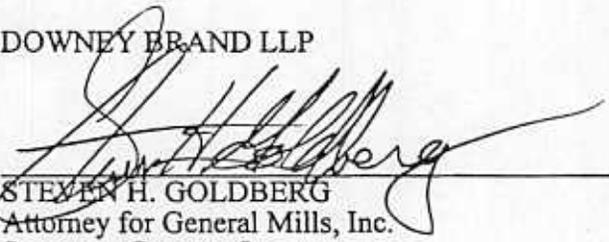
DOWNEY BRAND LLP

By: _____
STEVEN H. GOLDBERG
Attorney for General Mills, Inc.
Sunsweet Growers Inc.

Dated:

GOLDEN GATE PETROLEUM COMPANY

By: _____
DENNIS O'KEEFE, PRESIDENT
Representative for Golden Gate Petroleum Co.

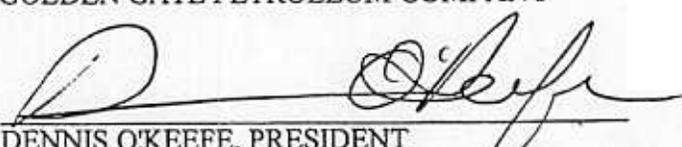
1 Dated: STOEL RIVES LLP
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4 By: _____
5 BRUCE FLUSHMAN
6 Attorney for Aervoe Pacific Co., Inc.
7
8 Dated: MAYER, BROWN, ROWE & MAW
9
10 By: _____
11 JOHN C. BERGHOFF, JR.
12 Attorney for D.A. Stuart Co.
13
14 Dated: FORD MOTOR COMPANY
15
16 By: _____
17 ALICIA G. TREDER
18 Paralegal for Ford Motor Co.
19
20 Dated: DOWNEY BRAND LLP
21 By:  _____
22 STEVEN H. GOLDBERG
23 Attorney for General Mills, Inc.
24 Sunsweet Growers Inc.
25
26 Dated: GOLDEN GATE PETROLEUM COMPANY
27
28 By: _____
DENNIS O'KEEFE, PRESIDENT
Representative for Golden Gate Petroleum Co.

1 Dated: STOEL RIVES LLP
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5 By: _____
6 BRUCE FLUSHMAN
7 Attorney for Aervoe Pacific Co., Inc.

8 Dated: MAYER, BROWN, ROWE & MAW
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11 JOHN C. BERGHOFF, JR.
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14
15 By: _____
16 ALICIA G. TREDER
17 Paralegal for Ford Motor Co.

18 Dated: DOWNEY BRAND LLP
19
20 By: _____
21 STEVEN H. GOLDBERG
22 Attorney for General Mills, Inc.
23 Sunsweet Growers Inc.

24 Dated: GOLDEN GATE PETROLEUM COMPANY
25
26 By:  _____
27 DENNIS O'KEEFE, PRESIDENT
28 Representative for Golden Gate Petroleum Co.

1 Dated: 12/3/03

BARG COFFIN LEWIS & TRAPP, LLP

2
3 By: Richard Coffin
4 RICHARD C. COFFIN
Attorney for K-M Industries Holding Co., Inc.

6 Dated:

HELLER, EHRMAN, WHITE & MCAULIFFE

8
9 By: _____
JOSEPH ARMAO
Attorney for Pennzoil-Quaker State Company dba Sopus
10 Products.

12 Dated:

FOLGER LEVIN & KAHN LLP

14 By: _____
MARGARET R. DOLLBAUM.
Attorney for Salz Leathers, Inc.

16 Dated:

TEXTRON INC.

18 By: _____
LARRY LA SALA
Attorney for Textron Inc.

22 Dated:

OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF THE NAVY

24 By: _____
JOHN TEW
Attorney for Department of the Navy

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Dated:

BARG COFFIN LEWIS & TRAPP, LLP

By:

RICHARD C. COFFIN
Attorney for K-M Industries Holding Co., Inc.

Dated:

1/20/04

HELLER, EHRMAN, WHITE & MCAULIFFE

By:

JOSEPH ARMAO
Attorney for Pennzoil-Quaker State Company dba Sopus
Products.

Dated:

FOLGER LEVIN & KAHN LLP

By:

MARGARET R. DOLLBAUM.
Attorney for Salz Leathers, Inc.

Dated:

TEXTRON INC.

By:

LARRY LA SALA
Attorney for Textron Inc.

Dated:

OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF THE NAVY

By:

JOHN TEW
Attorney for Department of the Navy

1 Dated: BARG COFFIN LEWIS & TRAPP, LLP
2
3 By: _____
4 RICHARD C. COFFIN
5 Attorney for K-M Industries Holding Co., Inc.
6
7 Dated: HELLER, EHRMAN, WHITE & MCAULIFFE
8
9 By: _____
10 JOSEPH ARMAO
11 Attorney for Pennzoil-Quaker State Company dba Sopus
12 Dated: *January 26, 2004* FOLGER LEVIN & KAHN LLP
13
14 By: *Margaret R. Dollbaum*
15 MARGARET R. DOLLBAUM.
16 Attorney for Salz Leathers, Inc.
17 Dated: TEXTRON INC.
18
19 By: _____
20 LARRY LA SALA
21 Attorney for Textron Inc.
22 Dated: OFFICE OF THE GENERAL COUNSEL
23 DEPARTMENT OF THE NAVY
24
25 By: _____
26 JOHN TEW
27 Attorney for Department of the Navy
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Dated:

BARG COFFIN LEWIS & TRAPP, LLP

By:

RICHARD C. COFFIN
Attorney for K-M Industries Holding Co., Inc.

Dated:

HELLER, EHRMAN, WHITE & MCAULIFFE

By:

JOSEPH ARMAO
Attorney for Penzoil-Quaker State Company dba Sopus Products.

Dated:

FOLGER LEVIN & KAHN LLP

By:

MARGARET R. DOLLBAUM.
Attorney for Salz Leathers, Inc.

Dated:

TEXTRON INC.

By:

LARRY LA SALA
Attorney for Textron Inc.

Dated: 1/6/04

OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF THE NAVY
DEPARTMENT OF THE NAVY

By:

JOHN TEW
Attorney for Department of the Navy

1 || Dated: 1/17/04
2

U.S. DEPARTMENT OF JUSTICE

3 By: H. Michael Semler
4 MICHAEL SEMLER
Attorney for Department of the Justice
5

6 | 24. FINAL JUDGMENT

7 | 24.1 Upon approval and entry of this Consent Decree by the Court, this Consent
8 || Decree shall constitute the final judgment between DTSC and the Settling Defendants and
9 || between DTSC and the Settling Federal Agency. The Court finds that there is no just reason for
10 || delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.
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12 || IT IS SO ORDERED:

13 Dated:
14 | UNITED STATES DISTRICT COURT
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