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FILED
CLERK, U.S. DISTRICT COURT
AUG 19 1999
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

ENTERED
CLERK, U.S. DISTRICT COURT
AUG 24 1999
CENTRAL DISTRICT OF CALIFORNIA

THIS CONSTITUTES NOTICE OF ENTRY AS REQUIRED BY FRCP, RULE 77(d).

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

UNITED STATES OF AMERICA and STATE OF CALIFORNIA, Plaintiffs, v. MONTROSE CHEMICAL CORPORATION OF CALIFORNIA, et al., Defendants.	NO. CV 90-3122-AAH (JRx) CONSENT DECREE WITH CBS CORPORATION
AND RELATED COUNTER, CROSS, AND THIRD PARTY ACTIONS.	

ENTERED ON ICMS
AUG 24 1999
CV

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AUG 2 1999

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CONSENT DECREE

This Consent Decree ("Decree") is made and entered into by and among the United States of America ("the United States"), on behalf of the National Oceanic and Atmospheric Administration ("NOAA"), the Department of the Interior ("DOI"), and the United States Environmental Protection Agency ("EPA"), and the State of California ("State"), on behalf of the State Lands Commission, the Department of Fish & Game, the Department of Parks and Recreation, the Department of Toxic Substances Control ("DTSC"), and the California Regional Water Quality Control Board, Los Angeles Region ("Regional Board"), and defendant, counter-claimant, cross-claimant and third-party plaintiff CBS Corporation formerly known as Westinghouse Electric Corporation ("CBS"). This Decree is not intended to affect in any way the United States' and the State's claims against any entity other than CBS.

INTRODUCTION

The United States, on behalf of NOAA and DOI in their capacities as natural resource trustees (hereafter the "Federal Trustees"), and on behalf of EPA, and the State, on behalf of the State Lands Commission, the Department of Fish & Game and the Department of Parks and Recreation in their capacities as natural resource trustees (hereafter the "State Trustees") (the Federal Trustees and State Trustees collectively are referred to as "the Trustees"), filed the original complaint in this action on June 18, 1990, under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, seeking, inter alia, recovery of

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damages, including damage assessment costs and related response costs, for injury to, destruction of, and loss of natural resources resulting from releases of hazardous substances, specifically including dichlorodiphenyltrichloroethane and its metabolites (hereafter collectively "DDT"), and polychlorinated biphenyls (hereafter "PCBs"), from facilities in and around Los Angeles, California, into the environment, and for response costs incurred and to be incurred by EPA in connection with releases of hazardous substances into the environment from the Montrose Chemical Corporation site located at 20201 South Normandie Avenue, Los Angeles, California. The original complaint was amended on June 28, 1990, and again on August 16, 1991 ("Second Amended Complaint" or "Complaint").

CBS filed its answer to the Complaint, its counterclaims against the State, and cross-claims against co-defendant County Sanitation District No. 2 of Los Angeles County ("LACSD") on September 30, 1991, and third party complaints against the City of Los Angeles and County of Orange as of April 10, 1991.

In the First Claim for Relief of the Complaint, plaintiffs asserted a claim against ten defendants, including CBS, under Section 107(a)(1-4)(C) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(C), for the alleged natural resource damages, including damage assessment costs and related response costs. The Complaint alleges that CBS operated a plant located at 18020 South Santa Fe Avenue ("Westinghouse Plant"), in an unincorporated part of Los Angeles County, California, that repaired and serviced electrical equipment (including transformers and capacitors). The Complaint further alleges, on information and belief, that CBS, in the

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operation of the Westinghouse Plant, discharged wastewater containing hazardous substances, including PCBs, from the Westinghouse Plant into the LACSD collection system that conveys wastewater to the Joint Water Pollution Control Plant ("JWPCP") through the White's Point Outfall into the San Pedro Channel, and that such discharges caused injury to natural resources.

In the Second Claim for Relief of the Complaint, the United States asserts a claim for recovery of costs incurred and to be incurred by EPA in response to the release or threatened release of hazardous substances into the environment at and/or from the Montrose DDT Plant Property, as that term is defined and used herein, pursuant to Section 107(a)(1-4)(A) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(A). The Second Claim for Relief, brought at the request of and on behalf of EPA, does not allege liability on the part of CBS.

EPA is the lead agency with regard to the conduct of response activities at the Montrose NPL Site, as that term is defined and used herein. The State, through its agencies DTSC and the Regional Board, also participates in Montrose NPL Site response activities consistent with Subpart F of CERCLA's National Contingency Plan ("NCP"), 40 C.F.R. §§ 300.500 - 300.525, and both DTSC and the Regional Board have incurred response costs in connection therewith.

CERCLA and the NCP require that a site investigation gather the data necessary to assess the threat to human health and the environment of actual or threatened releases of hazardous substances from a facility, to include any place where a hazardous substance has come to be located. Consistent with

those requirements, EPA's continuing investigation of the Montrose NPL Site indicates that the Montrose NPL Site is contaminated significantly by DDT and other hazardous substances released during the manufacture of DDT, with DDT and those other hazardous substances present at the Montrose NPL Site in soil, groundwater, storm water channel sediments, and sediments in portions of LACSD's Joint Outfall ("J.O.") "D" and District 5 Interceptor sewer lines. As a result of the ongoing investigation of the Montrose NPL Site, a series of response activities is currently underway, including a remedial investigation and a feasibility study ("RI/FS") of the DDT contaminated soil and groundwater underlying the Montrose DDT Plant Property and surrounding areas of the Montrose NPL Site, the conduct of a time-critical removal action at the Montrose NPL Site to investigate and remove Montrose DDT from soil in residential areas within four blocks of the Montrose DDT Plant Property, the conduct of an Engineering Evaluation and Cost Analysis ("EE/CA") to investigate the aerial fallout of DDT dust emitted from the former Montrose DDT plant on residential and commercial areas in close proximity to the Montrose DDT Plant Property, and the conduct of a removal action to remove DDT contaminated sediments from the J.O. "D" sewer adjacent to and downstream of the Montrose DDT Plant Property.

In addition, as a result of information developed and assembled, inter alia, in connection with the Trustees' damage assessment relating to DDT and PCB contamination of the offshore area alleged in the First Claim for Relief in this action, EPA began an investigation of that portion of the Montrose NRD Area

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comprised of the offshore area contaminated by DDT and PCBs released into the LACSD sewer lines and subsequently deposited in the sediments of the Palos Verdes shelf near the White's Point Outfall ("the Palos Verdes Shelf Investigation"). EPA's Palos Verdes Shelf Investigation includes the effluent-affected DDT and PCB contaminated sediment described and discussed in Lee, H., The Distribution and Character of Contaminated Effluent-Affected Sediment, Palos Verdes Margin, Southern California (October 1994). For purposes of this Decree, the term "Montrose NPL Site" has been defined to include the area comprising the Palos Verdes Shelf Investigation. As of May 18, 1998, EPA had not extended either its Palos Verdes Shelf Investigation or its investigation of releases from the Montrose DDT Plant Property to include the Los Angeles and the Long Beach Harbors (other than the Consolidated Slip in Los Angeles Harbor).

EPA is conducting the Palos Verdes Shelf Investigation under the authority of CERCLA to determine the nature and extent of contamination of the Palos Verdes shelf, to assess effects of the contamination on the environment and human health, and to determine whether to select response actions, if any, to address the contamination. By its letter of May 27, 1997, EPA invited CBS to participate in the Palos Verdes Shelf Technical Advisory Committee ("TAC"), a group formed to assist EPA in its Palos Verdes Shelf Investigation. EPA has provided to CBS, in the TAC, inter alia, its draft Human Health Risk Assessment ("HHRA") and, in response to EPA's request, CBS has provided EPA with written comments on EPA's HHRA. In discovery, EPA has provided drafts of both its EE/CA and Environmental Risk Assessment ("ERA") with

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respect to its Palos Verdes Shelf Investigation, and depositions have been taken concerning EPA's Palos Verdes Shelf Investigation, its draft EE/CA and its draft HHRA.

EPA has conducted a preliminary evaluation under CERCLA of contamination in the Santa Monica Bay (hereafter referred to as "the Santa Monica Bay CERCLIS Site"), which included an evaluation of portions of the Palos Verdes shelf. On September 17, 1990, after the filing of this action, EPA determined that it would conduct no further investigation or response activities under CERCLA regarding the Santa Monica Bay CERCLIS Site. EPA's "no further action" determination may be reconsidered by EPA; DDT contamination on the Palos Verdes shelf was excluded from EPA's preliminary evaluation of the Santa Monica Bay CERCLIS Site.

On August 21, 1997, EPA provided notice of its rulemaking proposing to add the contaminated sediments on the sea floor of the Palos Verdes shelf to the Montrose NPL Site. See 62 Fed. Reg. 44430, August 21, 1997. CBS submitted written comments to that proposed rulemaking, through its counsel, on October 16, 1997.

By its letter of October 17, 1997, EPA notified CBS that it was potentially responsible under CERCLA for response costs and other costs incurred or to be incurred by EPA with respect to the alleged Palos Verdes shelf contamination.

Thereafter, on November 21, 1997, plaintiffs filed a Motion for Leave To File and Serve a Third Amended Complaint. By that motion, plaintiffs sought permission to add to the Second Claim for Relief of the Complaint allegations concerning recovery of response costs incurred or to be incurred by EPA in connection

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with its Palos Verdes Shelf Investigation, to add DTSC as a plaintiff to the Second Claim for Relief, and to add CBS as a defendant to the Second Claim for Relief as so amended. CBS filed its Memorandum in Opposition to Plaintiffs' Motion for Leave To Amend Their Complaint, with supporting papers, on January 20, 1998.

Without limiting plaintiffs' position at trial, plaintiffs' current estimate of total damages and costs for settlement purposes with all parties is between $225 million and $250 million. Plaintiffs' explanation of the bases for their estimate is found in the "Introduction" to the Amended Consent Decree with the Settling Local Governmental Entities, lodged with the Court on March 25, 1997, Plaintiffs' Interrogatory Responses to the Special Master's May 28, 1997 Civil Minute Order, as Corrected on June 3, 1997, dated June 17, 1997, and the transcripts of the Federal Rule of Civil Procedure 30(b)(6) deposition of the plaintiffs ordered by the Court on October 6, 1997. For the purposes of settlement, the payment of $9.5 million by CBS is reasonable.

In determining the settlement amount paid for EPA/DTSC response costs and for the Trustees' damage assessment costs and natural resource damages, the United States and the State have considered the current estimates of potential costs and damages and the proportional relationship between the amount to be paid in settlement and potential costs and damages. In addition, the United States and the State have considered the nature of CBS's operations at the Westinghouse Plant, the litigation risks and associated costs from continuing to prosecute this case against

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CBS, the total amount of available settlement funds from the settlement with Potlatch Corporation and Simpson Paper Company, and from the settlement with the Settling Local Governmental Entities, the expenses incurred by the Trustees in connection with the characterization of the effluent-affected DDT and PCB contaminated sediment deposit on the Palos Verdes shelf and the assessment of the effect of contaminated sediments on the environment and the usefulness of much of their work to EPA; EPA's current estimate of the expenses associated with conducting response activity with respect to the Palos Verdes shelf; and the Trustees' current estimates of the funds required to plan and conduct biological restoration programs designed to aid in the recovery of injured trust resources.

In addition to the factors discussed in the preceding paragraph, plaintiffs have also considered the relative volumetric contribution of hazardous substances by CBS and the other defendants to the Palos Verdes shelf. In entering the consent decree relating to defendants Potlatch Corporation and Simpson Paper Company, the District Court quoted the plaintiffs' estimates of the contributions of the generator defendants as follows:

Potlatch/Simpson -- 4,500 pounds of PCBs discharged;

Westinghouse [CBS]-- 38,000 pounds of PCBs discharged;

DDT Defendants -- 5,500,000 pounds of DDT discharged.

United States v. Montrose Chemical Corp. of California, 793 F. Supp. 237, 240 (C.D. Cal. 1992). Since 1992, plaintiffs have continued to evaluate the estimates of the volume of PCBs allegedly discharged by CBS. Although plaintiffs and CBS

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disagree over the actual volume of PCBs allegedly discharged by CBS from the Westinghouse Plant, and there are facts that remain in dispute, plaintiffs currently believe that facts elicited during discovery indicate that the 38,000 pounds originally estimated by plaintiffs is an overestimate of the actual amount of PCBs which CBS discharged. See, e.g., CBS Corporation's Memorandum in Opposition to Plaintiff's Motion for Leave To Amend Their Complaint, dated January 20, 1998, and the exhibits attached thereto, and CBS Corporation's Supplemental Response to Interrogatories Nos. 1-5 in the United States of America's Second Set of Interrogatories to CBS Corporation, dated May 4, 1998.

Plaintiffs are currently aware of no facts that indicate that CBS has released any PCBs from the Westinghouse Plant into the Joint Outfall System other than into that portion of the Joint Outfall System known as JO "A" and JO "G". Plaintiffs are also currently aware of no facts that indicate that CBS has released any PCBs from the Westinghouse Plant to the Los Angeles Harbor, the Long Beach Harbor or the Santa Monica Bay, save and except only such PCBs, if any, which were conveyed to the sediments of the Palos Verdes shelf through the Joint Outfall System.

The United States and the State also have agreed on the application of the settlement funds between EPA/DTSC response costs relating to the Montrose NPL Site (as defined herein to include the effluent-affected sediments on the Palos Verdes shelf) and the Trustees' damage assessment costs and natural resource damages relating to the Montrose NRD Area. The United States and the State have agreed that CBS should pay a total of

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$2.25 million to the Trustees to resolve any alleged liability of CBS for Natural Resource Damages and should pay a total of $7.25 million to EPA and DTSC to resolve any potential liability of CBS for Response Costs.

All claims against CBS, including claims for costs, damages, contribution and other claims, are addressed and covered by this Decree. This Decree resolves CBS's liability to the United States, on behalf of the Federal Trustees, and the State, on behalf of the State Trustees, for Natural Resource Damages and liability to the United States (including EPA) and the State (including DTSC and the Regional Board) for Response Costs, and provides contribution protection to CBS for all matters addressed herein. Except where otherwise specifically stated, this Decree is intended to cover all past and future claims for Response Costs which the United States and the State (through its authorized agencies) may have against CBS.

This settlement is made in good faith after arm's-length negotiations conducted under the supervision of Special Master Harry V. Peetris pursuant to Pretrial Order No. 1. Entry of this Decree is the most appropriate means to resolve the matters covered herein and is fair, reasonable and in the public interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

JURISDICTION AND VENUE

1. The Parties to this Decree agree that the Court has personal jurisdiction over the Parties and has jurisdiction over the subject matter of this action and the Parties to this Decree pursuant to 28 U.S.C. §§ 1331, 1345 and 1367, and Sections 106,

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107 and 113(b) of CERCLA, 42 U.S.C. §§ 9606, 9607 and 9613(b), and the principles of supplemental jurisdiction. The Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and to service of process.

APPLICABILITY OF DECREE

2. The provisions of this Decree, including the covenants not to sue and contribution protection, shall be binding on, apply to, and inure to the benefit of the United States and the State, to CBS, including their past, present and future officials, directors, officers, employees, agents, predecessors, successors and assigns. No change in the ownership or organizational form or status of CBS shall affect its rights or obligations under this Decree.

EFFECT OF SETTLEMENT/ENTRY OF JUDGMENT

3. This Decree was negotiated and executed by the Parties hereto in good faith at arm's length to avoid the continuation of expensive and protracted litigation and is a fair and equitable settlement of claims which were vigorously contested. CBS does not admit any of plaintiffs' statements, allegations or claims set forth herein and denies any liability whatsoever for their claims against CBS set forth in both the Complaint and in the proposed Third Amended Complaint. This Decree should not constitute or be interpreted, construed or used as evidence of any admission of liability, law or fact. Except as otherwise provided in the Federal Rules of Evidence, this Decree is not admissible in evidence against CBS by any person or entity not a party to the Decree in any judicial or administrative proceeding.

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Nothing in this Decree is intended to affect the authority or jurisdiction of EPA to take action beyond the boundaries of the Montrose NPL Site.

4. Upon approval and entry of this Decree by the Court, this Decree shall constitute a final judgment between and among the United States and the State, and CBS.

DEFINITIONS

5. This Decree incorporates the definitions set forth in Section 101 of CERCLA, 42 U.S.C. § 9601, including but not limited to the definitions of the terms "release" and "response". In addition, whenever the following terms are used in this Decree, they shall have the following meanings:

A. "Damage Assessment Costs" shall mean all costs associated with the planning, design, implementation and oversight of the Trustees' damage assessment process, which addresses the fact, extent and quantification of the injury to, destruction of or loss of natural resources and the services provided by these resources resulting from releases of hazardous substances alleged in the First Claim for Relief in the Complaint, and with the planning of restoration or replacement of such natural resources and the services provided by those resources, or the planning of the acquisition of equivalent resources or services, and any other costs necessary to carry out the Trustees' responsibilities with respect to those natural resources, including all related enforcement costs.

B. "Date of Execution of this Decree" shall mean the date by which this Decree has been signed by all of the following: the authorized representative(s) of CBS, of the State, and of the

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EPA, and by the Assistant Attorney General of the Environment and Natural Resources Division of the United States Department of Justice.

C. "Date of Initial Approval of this Decree" shall mean the date on which this Decree has been initially approved and signed by the United States District Court.

D. "Date of Final Approval of this Decree" shall mean the later of (1) the date on which the District Court has approved and entered this Decree as a judgment and all applicable appeal periods have expired without an appeal being filed, or (2) if an appeal is taken, the date on which the District Court's judgment is affirmed and there is no further right to appellate review.

E. "Joint Outfall System" shall mean that wastewater collection, treatment and disposal facility of certain county sanitation districts of Los Angeles County discharging effluent through the White's Point Outfall and consisting of the Joint Water Pollution Control Plant and the associated sewers, pumping plants, inland water reclamation plants, treatment plants, treatment plant outfall sewers and incidental sanitation works operated pursuant to the 1995 Amended Joint Outfall Agreement by LACSD and as defined therein, including subsequent modifications to that system, as contemplated by that agreement.

F. "Montrose DDT Plant Property" shall mean for purposes of this Decree the thirteen (13) acre parcel at 20201 South Normandie Avenue, Los Angeles, California 90044, which is the site of Montrose Chemical Corporation of California's former DDT production and formulation plant.

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G. "Montrose NPL Site" for purposes of this Decree, includes, but is not limited to, the Montrose DDT Plant Property and any other areas impacted by releases of hazardous substances from the Montrose DDT Plant Property as determined by EPA, including but not limited to: the real property located at 1401 West Del Amo Boulevard, Los Angeles, California, and owned by Jones Chemicals, Inc.; those portions of the Normandie Avenue Ditch adjacent to and south of 20201 South Normandie Avenue; the Kenwood Drain; the Torrance Lateral; the Dominguez Channel (from Laguna Dominguez to the Consolidated Slip); the portion of the Los Angeles Harbor known as the Consolidated Slip from the mouth of the Dominguez Channel south to, but not including or proceeding beyond, Pier 200B and Pier 200Y; the LACSD's J.O. "D" sewer from manholes D33 to D5 (approximately Francisco Street to 234th Street); the District 5 Interceptor sewer from manholes A475 to A442 (approximately Francisco Street to Sepulveda Boulevard); the real property on which the sewer rights-of-way are located for those portions of the District 5 Interceptor and J.O. "D" sewer identified above; the real property burdened by the adjacent railroad right-of-way for those portions of the District 5 Interceptor and J.O. "D" sewer identified above; the "Montrose CERCLA Removal Site" as defined in EPA Region IX's Unilateral Administrative Order 95-18, Findings of Fact at § 3, ¶ 2, dated June 7, 1995; those areas of the Palos Verdes shelf where effluent-affected DDT- and/or PCB-contaminated sediments have come to be located; and any other areas that are or that EPA determines to be part of the Palos Verdes Shelf Investigation (including any portions of the Santa Monica Bay or Los

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Angeles/Long Beach Harbors should EPA in the future determine that those areas are part of the Palos Verdes Shelf Investigation).

H. "Montrose NRD Area" for purposes of this Decree shall mean the areas in and around the Channel Islands, the Palos Verdes shelf, the San Pedro Channel including Santa Catalina Island, the Los Angeles and Long Beach Harbors as described in the Complaint and as described in the draft Damage Assessment Plan and draft Injury Determination Plan published by the Trustees on February 6, 1990 and March 8, 1991, respectively, Santa Monica Bay, and San Pedro Bay.

I. "Parties" shall mean each of the signatories to this Decree.

J. "Natural Resource Damages" shall mean damages, including loss of use, restoration costs, resource replacement costs or equivalent resource values, Damage Assessment Costs, and any other costs incurred or to be incurred by the Trustees or any other person pursuant to Trustee approval, authorization or direction, with respect to injury to, destruction of, or loss of any and all natural resources in and around the Montrose NPL Site and the Montrose NRD Area.

K. "Response Costs" shall mean for purposes of this Decree all costs of response as provided in Section 107(a)(1-4)(A), (B) and (D) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(A), (B) and (D), and as defined in Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), that the United States (including EPA), or the State (including DTSC or the Regional Board), or any other person have incurred or will incur with respect to the Montrose NPL Site.

L. "Westinghouse Plant" for purposes of this Decree shall refer to the real property, buildings, improvements, clarifiers, sumps, drains and any other "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), located at or beneath 18020 So. Santa Fe Avenue, Compton, CA 90221.

M. "Date of Lodging of the Decree" shall mean the date that this Decree is filed with the Court for lodging.

NATURAL RESOURCE CLAIM PAYMENTS

6. A. Within ten (10) business days of the Date of Lodging of the Decree, CBS shall pay to the Trustees a total sum of $2.25 million (the "NRD Settlement Amount") for the promises and undertaking of the United States and the State of California.

B. CBS shall make the NRD Settlement Amount payment required by Paragraph 6.A by depositing the NRD Settlement Amount into an escrow account (the "Escrow") bearing interest on commercially reasonable terms, in a federally-chartered bank with an office in the State of California. CBS shall bear all costs of establishing and maintaining the Escrow. CBS shall notify plaintiffs in writing of the creation and funding of the Escrow immediately after the above payment has been made, and provide on request all documentation concerning the account, including any agreements concerning the determination of interest rates.

C. The NRD Settlement Amount paid into the Escrow shall remain in the Escrow and may not be withdrawn except to make the payment required by Paragraph 7 of this Decree or unless a final judicial determination by the District Court is made that entry of this Decree will not be approved and all applicable appeal periods have expired without an appeal, or if an appeal is taken,

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the date on which the District Court spreads the mandate issued by the appellate court not approving the Decree. In the event that final judicial approval is not obtained, the Trustees' settlement amount paid into the Escrow and all accrued interest shall be returned to CBS.

7. Within ten (10) business days after Final Approval of this Decree, the NRD Settlement Amount, together with all interest thereon, shall be paid to the Trustees, payment to be made as follows:

A. CBS shall cause the NRD Settlement Amount on deposit in the Escrow to be paid into the Registry of the Court, United States District Court for the Central District of California, to be administered by the Registry of the Court for the Trustees. This payment shall be made in the manner specified in Subparagraph 7.B below, and the NRD Settlement Amount and any interest thereon shall be administered and disbursed as provided in Subparagraphs 7.C and 7.D below.

B. The payment described in Paragraph 7.A shall be made by certified or bank check or warrant payable to the "Clerk, United States District Court." The check or warrant shall include on its face a statement that it is a payment in Civil Action No. CV 90-3122 AAH (JRx) (C.D. Cal.), and shall be sent to:

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

CBS, as Escrow holder, shall cause copies of the check or warrant and of any transmittal letter accompanying the check or warrant

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to be sent to the Trustees as provided in Paragraph 27 of this Decree.

C. The Registry of the Court shall administer all amounts paid under Paragraph 7.A in an interest bearing joint account ("Registry Account") as provided in the Order Directing the Deposit of Settlement Amount into the Registry of the Court ("Deposit Order") issued by the District Court pursuant to Rule 67 of the Federal Rules of Civil Procedure, 28 U.S.C. § 2041, and Local Rule 22 of the Local Rules for the Central District of California. The Deposit Order shall be attached to this Decree and shall be entered by the District Court at the time of entry of this Decree.

D. All settlement funds and all interest accrued thereon in the Registry Account shall be held in the name of the "Clerk, United States District Court," for the benefit of the Trustees. All disbursements from the Registry Account shall be made to the Trustees by order of the Court in accordance with the provisions of 28 U.S.C. § 2042 and the Local Rules for the Central District of California.

COVENANTS NOT TO SUE FOR NATURAL RESOURCE DAMAGES

8. Except as specifically provided in Paragraphs 9 and 10 of this Decree, the United States, the State, and agencies or instrumentalities thereof, each hereby covenants not to sue or to take any other civil or administrative action against CBS for any and all civil or administrative liability to the United States, the State, and agencies or instrumentalities thereof, for Natural Resource Damages under CERCLA, 42 U.S.C. §§ 9601, et seq., or under any other federal, state or common law.

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RESERVATION OF RIGHTS FOR NATURAL RESOURCE DAMAGES

9. A. Notwithstanding any other provision of this Decree, the Trustees reserve the right to institute proceedings against CBS in this action or in a new action seeking recovery of Natural Resource Damages, based on (1) injury to, destruction of, or loss of natural resources resulting from conditions which were unknown to the Trustees on the Date of Lodging of this Decree ("Unknown Conditions"); or (2) information received by the Trustees after the Date of Lodging of this Decree which indicates there is injury to, destruction of, or loss of natural resources, of a type unknown to the Trustees as of the Date of Lodging of this Decree ("New Information")

B. Each of the following shall not be considered to be Unknown Conditions or New Information within the meaning of Paragraph 9.A (1) or (2): (1) an increase solely in the Trustees' assessment of the magnitude of the injury, destruction or loss to natural resources, or in the estimated or actual Natural Resource Damages; (2) a determination by the Trustees that a previously identified natural resource injury was caused by CBS's alleged release of a hazardous substance, including hazardous substances other than PCBs or DDT; or (3) any Natural Resource Damages arising from any future release of hazardous substances now present in the sediments of the Palos Verdes shelf, to the extent that the release resulted from:

(a) LACSD's sampling activities (by coring, trawling or otherwise);

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(b) LACSD's institution of full secondary treatment of wastewater at the JWPCP and the discharge of such wastewater through the White's Point Outfall;

(c) any response activity or similar activity performed by or at the direction of any Federal or State governmental body or any other person;

(d) any act of God; or

(e) an earthquake.

C. CBS reserves its right to contest any claims allowed by Paragraph 9.A of this Decree, and CBS does not by consenting to this Decree waive any defenses to such claims, except that CBS covenants not to assert, and may not maintain, any defense based upon principles of waiver, res judicata, collateral estoppel, issue preclusion, claim splitting, or other defense based upon the contention that the claims that are allowed by Paragraph 9.A of this Decree were or should have been brought in the instant case. In the event that the Trustees institute proceedings under Paragraph 9.A of this Decree, CBS reserves its right to assert potential cross-claims, counterclaims or third party claims against the United States or the State, or any employee, officer, agency or instrumentality thereof, relating to such claims asserted by the Trustees pursuant to Paragraph 9.A. Nothing in this Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611.

D. In addition to defenses that may be asserted by CBS pursuant to Paragraph 9.C above, and a defense that a future release of hazardous substances now present in the sediments of

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the Palos Verdes shelf was the result of conditions or information known to the Trustees on the Date of Lodging of this Decree, CBS will not be liable for Natural Resource Damages arising from a future release of hazardous substances now present in the sediments of the Palos Verdes shelf, to the extent that the release resulted from: (1) LACSD's sampling activities (by coring, trawling, or otherwise); (2) LACSD's institution of full secondary treatment of wastewater at the JWPCP and the discharge of such wastewater through the White's Point Outfall; (3) any response activity or similar activity performed by or at the direction of any Federal or State governmental body or any other person; (4) any act of God; or (5) an earthquake.

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

A. claims based on a failure by CBS to satisfy the requirements of this Decree;

B. claims for criminal liability; and

C. claims arising from the past, present or future disposal, release or threat of release of hazardous substances that do not involve the Montrose NRD Area and/or the Montrose NPL Site.

PAYMENTS WITH RESPECT TO RESPONSE ACTIVITIES

11. A. Within ten (10) business days of the Date of Lodging of the Decree, CBS shall pay to the Environmental Protection Agency and the State of California Department of Toxic Substances Control a total sum of $7.25 million (the "Response

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Settlement Amount") for the promises and undertaking of the United States and the State of California.

B. CBS shall make the Response Settlement Amount payment required by Paragraph 11.A by depositing the Response Settlement Amount into an escrow account (the "Response Costs Escrow") bearing interest on commercially reasonable terms, in a federally-chartered bank with an office in the State of California. CBS shall bear all costs of establishing and maintaining the Response Costs Escrow. CBS shall notify plaintiffs in writing of the creation and funding of the Response Costs Escrow immediately after the above payment has been made, and provide on request all documentation concerning the account, including any agreements concerning the determination of interest rates.

C. The Response Settlement Amount paid into the Escrow shall remain in the Response Costs Escrow and may not be withdrawn except to make the payment required by Paragraph 11 of this Decree or unless a final judicial determination by the District Court is made that entry of this Decree will not be approved and all applicable appeal periods have expired without an appeal, or if an appeal is taken, the date on which the District Court spreads the mandate issued by the appellate court not approving the Decree. In the event that final judicial approval is not obtained, the Response Settlement Amount paid into the Response Costs Escrow and all accrued interest shall be returned to CBS.

D. Within ten (10) business days after the Date of Final Approval of this Decree, CBS shall pay to the State from the

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Response Costs Escrow the sum of $150,000 together with a pro rata share of all interest that has accrued on that amount since the Date of Lodging of this Decree. The payment to the State shall be made by certified check made payable to "Cashier, California Department of Toxic Substances Control," and shall bear on its face this case name and number. Payment shall be mailed to:

Department of Toxic Substances Control
Accounting/Cashier
400 P Street, 4th Floor
P.O. Box 806
Sacramento, CA 95812-0806

Notice of said payment shall be given to the State as provided in Paragraph 27 of this Decree.

E. The payment to the United States shall be in the sum of $7.1 million together with a pro rata share of all interest that has accrued on this amount. Within ten (10) business days after the Date of Final Approval of this Decree, CBS shall make payments from the Response Costs Escrow as follows: 1) $7 million together with all interest that has accrued on that amount to the "United States Environmental Protection Agency, Palos Verdes Shelf Special Account;" and 2) $100,000 for past response costs incurred by EPA with respect to the Montrose NPL Site for deposit in the Hazardous Substance Superfund. Payments to the United States shall be made by Electronic Funds Transfer ("EFT" or "wire transfer") in accordance with instructions provided by the United States to CBS at the time of Lodging of the Decree. Any EFT received after 11:00 A.M. (Eastern Time) will be credited on the next business day. CBS shall send notice of the EFT to plaintiffs as provided in Paragraph 27 of this Decree. All

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payments to the United States under this Paragraph 11.E shall reference the Montrose Chemical Corporation of California Superfund Site, Site # 9T26, DOJ Case # 90-11-3-511, and U.S.A.O. file number 9003085.

F. If the United States or the State must bring an action to collect the payments required under this Paragraph 11, CBS shall reimburse the United States and the State for all costs of such action, including but not limited to attorney's fees.

COVENANT NOT TO SUE FOR MONTROSE NPL SITE RESPONSE ACTIVITIES AND COSTS AND RESERVATION OF RIGHTS

12. Except as specifically provided in Paragraphs 13 and 14 of this Decree, the United States, the State, and agencies and instrumentalities thereof, each hereby covenants not to sue or take administrative action against CBS, to compel response activities or to recover Response Costs incurred or to be incurred in the future in connection with the Montrose NPL Site including, but not limited to, costs for studies and evaluations of the area covered by response activities under CERCLA Sections 106 and 107, 42 U.S.C. §§ 9606 and 9607, or pursuant to the California Hazardous Substance Account Act, California Health and Safety Code §§ 25300, et seq., or any other state statute or state common law. In addition, the United States, the State, and agencies and instrumentalities thereof, each hereby covenants not to sue or take administrative action against CBS, to compel response activities or to recover Response Costs incurred or to be incurred in the future in connection with the Montrose NPL Site under the Resource Conservation and Recovery Act ("RCRA") Sections 3008(h), 3013 or 7003, 42 U.S.C. §§ 6928(h), 6934 or

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6973, or California Health and Safety Code § 25187. The State, and agencies and instrumentalities thereof, each hereby further covenants not to sue or take administrative action against CBS, to compel response activities or to recover Response Costs incurred or to be incurred in the future in connection with the Montrose NPL Site under Section 7002 of RCRA, 42 U.S.C. § 6972.

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

A. any and all claims against CBS based upon or resulting from a failure to meet a requirement of this Decree;

B. claims for criminal liability;

C. claims for violations of any other federal or state law or permit; or

D. claims arising from the presence of a hazardous substance at any location outside of the Montrose NPL Site, including but not limited to the Del Amo NPL Site as it may be defined by EPA.

14. A. In addition to the reservations set out in Paragraph 13, the United States and the State reserve, and this Decree is without prejudice to, the right to institute proceedings in this action or in a new action seeking to compel CBS to take a response action or reimburse the United States or

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the State for additional Response Costs if subsequent to the Date of Lodging of this Decree:

1. the United States or the State receives, in whole or in part, information unknown to EPA, DTSC or the Regional Board as of the Date of Lodging of this Decree, indicating that after the Date of Lodging of this Decree CBS released one or more hazardous substances that come to be located at the Palos Verdes shelf, and that EPA, DTSC or the Regional Board determines may be a threat to human health or the environment, provided that the foregoing shall not be deemed to apply to any re-exposure or resuspension on the Palos Verdes shelf of the DDT or PCB-contaminated sediments currently located there, including but not limited to, such re-exposure or resuspension of sediments resulting from:

(a) LACSD's sampling activities (by coring, trawling or otherwise);

(b) LACSD's institution of full secondary treatment of wastewater at the JWPCP and the discharge of such wastewater through the White's Point Outfall;

(c) any response activity or similar activity performed by or at the direction of any Federal or State governmental body or any other person;

(d) any act of God; or

(e) an earthquake.

2. the United States or the State discovers a condition at the Montrose NPL Site, that EPA, DTSC or the Regional Board determines may be a threat to human health or

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welfare or the environment, and that was unknown to EPA, DTSC or the Regional Board prior to the Date of Lodging of this Decree.

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

COVENANTS BY CBS

15. A. Subject to Paragraph 9.C, CBS hereby covenants not to sue or to assert any administrative claim or cause of action of any kind against the United States, or any employee, officer, agency or instrumentality thereof, and/or against the State, or any employee, officer, agency or instrumentality thereof (but not including counties, cities, local governmental entities or

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sanitation districts), for Natural Resource Damages including, but not limited to, the counterclaims asserted in CBS's Answer to the Complaint in this action, claims arising pursuant to any other federal law, state law or common law, including, but not limited to, any direct or indirect claim pursuant to Section 112 of CERCLA, 42 U.S.C. § 9612, against the Hazardous Substance Superfund, any claim pursuant to Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), for contribution, any claim pursuant to the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, et seq., or any claim arising from any express or implied contract pursuant to 28 U.S.C. § 1346(a)(2) or 28 U.S.C. § 1491(a)(1).

B. Subject to Paragraph 14.B, CBS hereby covenants not to sue and agrees not to assert any administrative claim or cause of action of any kind against the United States, or any employee, officer, agency or instrumentality thereof, and/or the State, or any employee, officer, agency or instrumentality thereof (but not including counties, cities, local governmental entities or sanitation districts) with respect to the Montrose NPL Site, including but not limited to (1) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507, under CERCLA Sections 106(b)(2), 111, 112 or 113, 42 U.S.C. §§ 9606(b)(2), 9611, 9612 or 9613, any claim pursuant to the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq., or any claim arising from any express or implied contract pursuant to 28 U.S.C. § 1346(a)(2) or 28 U.S.C. § 1491(a)(1), or any claim pursuant to the California Hazardous Substance Account Act, California Health and Safety Code §§ 25300, et seq., or under any other provision of law; (2)

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any claim with respect to the Montrose NPL Site under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613, against the United States, including any department, agency or instrumentality of the United States and/or the State, or any employee, officer, agency or instrumentality thereof (but not including counties, cities, local governmental entities or sanitation districts); or (3) any claims arising out of response activities at the Montrose NPL Site. Nothing in this Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

C. In addition, CBS hereby covenants not to oppose entry of the Amended Consent Decree lodged with the Court on March 25, 1997, or any other consent decree or settlement relating to any entities that are a party in this matter as of May 18, 1998, or any other consent decree that is lodged with the Court as of the Date of Lodging of this Decree. CBS further covenants not to assist any non-settling defendant in the defense of, or in the prosecution of any counterclaim in, the above-captioned case. Nothing that CBS submits to the Court in support of entry of this Decree, or in any appellate proceedings thereon, shall be considered as such assistance.

PENALTIES FOR LATE PAYMENTS

16. If the payments required of CBS by Paragraphs 6, 7 and 11 of this Decree are not made by the dates specified in those Paragraphs, CBS shall be liable, in addition to the payments specified in Paragraphs 6, 7, and 11, for the following amounts for each day of delay in payment:

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Days of Delay	Payment Per Day of Delay
1-14	$ 2500/day
15-60	$ 3750/day
Beyond 60 Days	$ 5000/day

Payments due under this Paragraph 16 shall be paid by certified or bank check or warrant and disbursed, 50% to the United States and 50% to the State, to the addressees identified in Paragraph 27. Stipulated penalties due under this Paragraph 16 are due within thirty (30) days following receipt by CBS of a written demand by the United States or the State for payment of such stipulated penalties, and shall be made in accordance with instructions provided by the United States or the State to CBS subsequent to the Date of Lodging of this Decree, with notice to the United States or the State.

17. Payments due under Paragraph 16 shall be in addition to any other remedies or sanctions that may be available to the United States and the State on account of CBS's failure to comply with the terms of this Decree, provided that a failure by CBS to make timely payment as provided in this Decree shall not constitute a material default unless the delay in payment exceeds thirty (30) days from the due date provided in this Decree.

RETENTION OF RECORDS

18. A. Until five years after the entry of this Decree, CBS shall preserve and retain all records and documents now in its possession or control or which come into its possession or control, that relate to the identification, nature and quantity of hazardous substances at the Westinghouse Plant, the nature and extent of alleged releases of hazardous substances from the

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Westinghouse Plant, or the alleged release of any hazardous substance to or from the Montrose NPL Site and the Montrose NRD Area. At the conclusion of this document retention period, CBS shall notify the United States and the State at least ninety (90) days prior to the destruction of any such records or documents, and upon request by the United States and the State, CBS shall produce or make available for their inspection any such records or documents at a mutually convenient time and place agreed upon by the Parties.

B. Until the Date of Final Approval of this Decree, CBS shall retain all records and documents produced or responsive to plaintiffs' requests for production of documents (as written) in the above-captioned matter. Thereafter, CBS shall notify the United States and the State at least ninety (90) days prior to the destruction of any such records or documents, and upon request by the United States and the State, CBS shall produce or make available for their inspection any such records or documents at a mutually convenient time and place agreed upon by the Parties.

C. In addition to the opportunity to obtain documents at the conclusion of the retention periods set forth in Paragraphs 18.A and 18.B, the United States and the State may request, at any time during such retention periods, that CBS make available for their inspection, or at CBS's option produce, any documents retained pursuant to Paragraphs 18.A or B. CBS shall produce or make available for inspection such documents at a mutually convenient time and place after the request is made.

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D. With respect to the obligation to retain records and to produce or make them available for inspection as set forth in Paragraphs 18.A, B, and C, CBS may assert that certain documents, records and other information are privileged under the attorney client privilege, or any other privilege recognized under state or federal law. If plaintiffs request any privileged documents -- either (1) at the time CBS provides notice of intent to destroy documents at the conclusion of the retention periods from paragraph 18.A or 18.B, or (2) pursuant to plaintiffs' request under Paragraph 18.C -- CBS shall provide the United States and the State with the following information relating to any documents that are requested and withheld as privileged: (1) title of document or record; (2) date of document or record; (3) name and position of the author of the document or record; (4) description of the subject of the document or record; and (5) the specific basis for the privilege asserted. The privilege log relating to the subject documents must be produced to the plaintiffs at a mutually convenient time and place after plaintiffs request the documents that are withheld. CBS shall retain the documents that are withheld as privileged, until any privilege disputes relating to those documents are resolved. If plaintiffs do not request any particular privileged documents, CBS need not produce a privilege log for such non-requested documents.

VOIDABILITY

19. In the event that a final judicial determination is made by the District Court or, upon appellate review, by a higher court, that the entry of this Decree shall not be approved, this

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Decree and the settlement embodied herein shall automatically be voided. If this Decree is voided pursuant to this Paragraph, the terms hereof may not be used as evidence in any litigation or other proceeding. Effective May 18, 1998, and in anticipation of the execution of the Decree, plaintiffs and CBS agree that all outstanding discovery and motions between plaintiffs and CBS in the litigation are stayed. In the event that this Decree is voided pursuant to this paragraph, plaintiffs agree that CBS alone may reopen, only as to issues relating to CBS: any expert depositions in the litigation that occurred on or after May 18, 1998; any expert depositions commenced but not completed by CBS as of May 18, 1998; any depositions of representatives of Science Applications International Corporation or the United States Army Corps of Engineers Waterways Experiment Station; or depositions of any other person whose deposition is noticed by any defendant after May 18, 1998. With respect to the above depositions, CBS will undertake to avoid undue repetition of testimony previously elicited from these deponents by the other parties to this litigation and undue expense. Nothing in this Paragraph shall be interpreted to allow any other party to this litigation to reopen any of the aforementioned depositions or to conduct additional examination of the above-identified deponents.

COMPLIANCE WITH OTHER LAWS

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

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RETENTION OF JURISDICTION

21. The Court shall retain jurisdiction of this matter for the purpose of entering such further order, direction or relief as may be necessary or appropriate for the construction, implementation or enforcement of this Decree.

AUTHORIZED REPRESENTATIVE

22. The undersigned representative of CBS certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to legally execute and bind that party to this Decree.

MODIFICATION

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

PUBLIC COMMENT

24. The Parties acknowledge that this Decree will be subject to a 30-day public comment period as provided in 28 C.F.R. § 50.7. The Parties further acknowledge that this Decree may be the subject of a public meeting as specified in Section 7003 of RCRA, 42 U.S.C. § 6973. The United States and the State reserve the right to withdraw their consent to this Decree if comments received disclose facts or considerations which show that this Decree is inappropriate, improper or inadequate. CBS consents to the entry of this Decree by the Court without further notice.

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PROTECTION AGAINST CLAIMS

25. The United States and the State acknowledge and agree that the payments to be made by CBS pursuant to this Decree represent a good faith settlement and compromise of disputed claims and that the settlement represents a fair, reasonable and equitable discharge for the matters addressed in this Decree. With regard to any costs, damages, actions or other claims against CBS for matters addressed in this Decree, CBS is entitled to, as of the Date of Initial Approval of this Decree, such protection as is provided in Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), and all other provisions of federal or state statutes or of common law which limit or extinguish its liability to persons not party to this Decree. The "matters addressed" in this Decree are all claims against CBS including claims for costs, damages, contribution and other claims for: (1) Natural Resource Damages; and (2) Response Costs. No contribution protection is provided pursuant to this Decree for any claim for Response Costs under CERCLA incurred in connection with the presence, release or threatened release of a hazardous substance outside the Montrose NPL Site. Any rights CBS may have to obtain contribution or otherwise recover costs or damages from persons not party to this Decree are preserved.

26. The Trustees have determined that the payment to be made pursuant to Paragraphs 6 and 7 of this Decree is an appropriate action necessary to protect and restore the natural resources damaged by the release of DDT, PCBs and other hazardous substances alleged in the First Claim for Relief in the Complaint

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and that the payment satisfies the requirements of Section 122(j)(2) of CERCLA, 42 U.S.C. § 9622(j)(2).

NOTICE

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

Notice to the United States and the State:

Chief
Environmental Enforcement Section
U.S. Department of Justice
1425 New York Ave, N.W.
Washington, D.C. 20005
Facsimile No. (202) 514-2583

Supervising Deputy Attorney General
Land Law Section
Office of the Attorney General
300 South Spring Street
Los Angeles, CA 90013
Facsimile No. (213) 897-2801

Notice to CBS shall be provided to:

Louis J. Briskman, Esq.
General Counsel
CBS Corporation
51 West 52nd Street
New York, NY 10019
Facsimile No. (212) 597-4031

Charles B. Cohler, Esq.
Lasky, Haas & Cohler
Professional Corporation
505 Sansome Street, 12th Floor
San Francisco, CA 94111-3183
Facsimile No. (415) 981-4025

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

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Re: Discovery Coordination and Service List entered June 26, 1992, and any amendment thereto.

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

ENTIRE AGREEMENT

29. 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

30. This Decree shall be effective upon the date which this Decree has been initially approved and signed by the United States District Court.

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

ORDER

THE FOREGOING Decree among plaintiffs the United States and the State of California and CBS is hereby APPROVED. 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 this 19 DAY of August, 1998; each party hereto shall bear its own costs and attorney's fees except as specifically provided herein.

A. ANDREW HAUK
Senior United States District Judge
and
Chief Judge Emeritus

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FOR THE UNITED STATES OF AMERICA:

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: 11/8/98

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

DATE: 9/21/98

ADAM M. KUSHNER
STEVEN O'ROURKE
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Post Office Box 7611
Washington, D.C. 20044
(202) 514-4046

DATE: 9-18-98

KEITH TAKATA
Director, Superfund Division
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

DATE: 9/18/98

JOHN F. LYONS
Assistant Regional Counsel
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

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FOR THE CALIFORNIA DEPARTMENT OF FISH AND GAME:

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: Sept. 11, 1998

Jacqueline E. Schafer

JACQUELINE E. SCHAFER
Director of California
Department of Fish and Game

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FOR THE CALIFORNIA STATE LANDS COMMISSION:

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: 8/19/98

Robert C. Hight

ROBERT C. HIGHT
Executive Officer of the State
Lands Commission

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FOR THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION:

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: 8/28/98

Patricia J. Megason
PATRICIA J. MEGASON
Director California Department of Parks and Recreation

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FOR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: 9/8/98

HAMID SAEBFAR
Chief, Site Mitigation Cleanup Operations, Southern California Branch A
California Department of Toxic Substances Control

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FOR THE CALIFORNIA, REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION:

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: August 19, 1998

DENNIS A. DICKERSON
Executive Officer
Los Angeles Region, Regional
Water Quality Control Board

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FOR CBS CORPORATION:

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx).

DATE: September 1, 1998

LOUIS J. BRISKMAN
General Counsel
CBS Corporation
51 West 52nd Street
New York, New York 10019

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