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8
9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
11 **WESTERN DIVISION**

12
13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 ABEX AEROSPACE DIVISION
and PNEUMO-ABEX
17 CORPORATION; AIR PRODUCTS
AND CHEMICALS, INC.; ALCOA
18 INC.; ALLIEDSIGNAL, INC. (now
known as HONEYWELL
19 INTERNATIONAL, INC.); ALPHA
THERAPEUTIC CORPORATION;
20 APPLIED MICRO CIRCUITS
CORPORATION; APPROPRIATE
21 TECHNOLOGIES II, INC.;
ARLON ADHESIVES & FILM;
22 ARMOR ALL PRODUCTS
CORPORATION; AVERY
23 DENNISON CORPORATION;
BASF CORPORATION; BAXTER
24 HEALTHCARE CORPORATION;
BOEING NORTH AMERICA,
25 INC.; BONANZA ALUMINUM
CORP.; BORDEN, INC.; BOURNS,
26 INC.; BROADWAY STORES,
INC.; CALIFORNIA DEPT. OF
27 TRANSPORTATION; CALSONIC
CLIMATE CONTROL, INC. (now
28 known as CALSONIC NORTH

CASE NO. 2:00-cv-12471-TJH-JWJx

**FIRST AMENDMENT TO
CONSENT DECREE**

1 AMERICA, INC.); CANON
2 BUSINESS MACHINES, INC.;
3 INTERNATIONAL PAPER
4 COMPANY; WASTE
5 MANAGEMENT, INC.; UNITED
6 DOMINION INDUSTRIES; CITY
7 OF LOS ANGELES,
8 DEPARTMENT OF AIRPORTS;
9 CITY OF SANTA MARIA;
10 COUNTY OF LOS ANGELES;
11 CROSBY & OVERTON, INC.;
12 DATATRONICS ROMOLAND,
13 INC.; DEUTSCHEENGINEERED
14 CONNECTING
15 DEVICES/DEUTSCH GAV;
16 DISNEYLAND CENTRAL
17 PLANT; DOW CHEMICAL
18 COMPANY; FHL GROUP;
19 FIRMENICH INCORPORATED;
20 FORENCO, INC.; GAMBRO, INC.;
21 GATX TERMINALS
22 CORPORATION; GENERAL
23 DYNAMICS CORPORATION;
24 GEORGE INDUSTRIES; GOLDEN
25 WEST REFINING COMPANY;
26 GREAT WESTERN CHEMICAL
27 COMPANY; GSF ENERGY, L.L.C.
28 (successor to GSF ENERGY, INC.);
GULFSTREAM AEROSPACE
CORPORATION; HEXCEL
CORPORATION; HILTON
HOTELS CORPORATION;
HITACHI HOME ELECTRONICS
(AMERICA), INC.; BP AMERICA
INC.; HONEYWELL
INTERNATIONAL INC.; HUBBEL
INC.; HUCK MANUFACTURING
COMPANY (by its former parent
Federal Mogul Corporation);
HUGHES SPACE AND
COMMUNICATIONS COMPANY;
HUNTINGTON PARK RUBBER
STAMP COMPANY;
INTERNATIONAL RECTIFIER
CORPORATION; JAN-KENS
ENAMELING COMPANY; JOHNS
MANVILLE INTERNATIONAL,
INC.; K.C. PHOTO ENGRAVING
CO.; KESTER SOLDER DIVISION,
LITTON SYSTEMS, INC.;
KIMBERLY CLARK
WORLDWIDE, INC.; KOLMAR
LABORATORIES, INC.; LOS
ANGELES COUNTY
METROPOLITAN

1 TRANSPORTATION
2 AUTHORITY; LOMA LINDA
3 UNIVERSITY; BRITISH ALCAN
4 ALUMINUM, P.L.C.; MATTEL,
5 INC.; MAXWELL
6 TECHNOLOGIES, INC.; THE
7 MAY DEPARTMENT STORES
8 COMPANY; McDONNELL
9 DOUGLAS CORPORATION a
10 wholly owned subsidiary of the
11 BOEING COMPANY; MEDEVA
12 PHARMACEUTICALS CA, INC.
13 (f/k/as MD PHARMACEUTICAL
14 INC.); METROPOLITAN WATER
15 DISTRICT OF SOUTHERN
16 CALIFORNIA; MICO INC.;
17 MINNESOTA MINING AND
18 MANUFACTURING COMPANY;
19 QUALITY CARRIERS INC. (f/k/a
20 MONTGOMERY TANK LINES,
21 INC.); NI INDUSTRIES (a division
22 of TRIMAS, a wholly owned
23 subsidiary of MASCO TECH); NMB
24 TECHNOLOGIES CORP.; OHLINE
25 CORP.; OJAI MANUFACTURING
26 TECHNOLOGY, INC.; SIEMENS
27 MEDICAL SYSTEMS, INC.;
28 PACIFIC BELL TELEPHONE
COMPANY; PACIFIC GAS &
ELECTRIC CO.; PIONEER VIDEO
MANUFACTURING INC.;
PRINTED CIRCUITS
UNLIMITED; NELLCOR
PURTIAN-BENNETT; LONZA
INC.; QUEST DIAGNOSTICS
CLINICAL LABORATORIES, INC.
(f/k/a BIO SCIENCE
ENTERPRISES); RATHON CORP.
(f/k/a DIVERSEY CORP.);
RAYTHEON COMPANY;
REGENTS OF THE UNIVERSITY
OF CALIFORNIA; REICHHOLD
INC.; REMET CORPORATION;
RESINART CORP.; ROBINSON
PREZIOSO INC.; ROGERS
CORPORATION; SAFETY-KLEEN
SYSTEMS, INC. (f/k/a SAFETY-
KLEEN CORP.); SCRIPTO TOKAI
CORPORATION; SHELL OIL
COMPANY; THE SHERWIN-
WILLIAMS COMPANY; SIGMA
CASTING CORPORATION (now
known as HOWMET ALUMINUM
CASTING, INC.); SIGNET
ARMORLITE, INC.; SOUTHERN

1 CALIFORNIA EDISON CO.;
 2 SOUTHERN PACIFIC
 3 TRANSPORTATION CO. (now
 known as UNION PACIFIC
 4 RAILROAD COMPANY);
 HARSCO CORPORATION; BHP
 5 COATED STEEL CORP.;
 TELEDYNE INDUSTRIES INC.;
 6 TELEDYNE TECHNOLOGIES
 INCORPORATED; TENSION
 7 ENVELOPE CORP.; TEXACO
 INC.; TEXAS INSTRUMENTS
 8 TUCSON CORPORATION (f/k/a
 BURR-BROWN CORP.); TITAN
 CORPORATION; TODD PACIFIC
 9 SHIPYARDS; TREASURE CHEST;
 PACIFIC PRECISION METALS,
 10 INC.; UNION OIL COMPANY OF
 CALIFORNIA; UNITED PARCEL
 SERVICE, INC.; UNIVERSAL
 11 CITY STUDIOS, INC.; VAN
 WATERS & ROGERS INC. and
 12 VOPAK DISTRIBUTION
 AMERICAS CORPORATION (f/k/a
 13 UNIVAR CORPORATION);
 VERTEX MICROWAVE
 14 PRODUCTS, INC. (f/k/a GAMMA-
 F CORP.); WALT DISNEY
 15 PICTURES AND TELEVISION;
 WARNER-LAMBERT COMPANY;
 16 WEBER AIRCRAFT; WESTERN
 METAL DECORATING CO.;
 17 YORK INTERNATIONAL
 CORPORATION; YORT INC. (f/k/a
 18 TROY LIGHTING, INC. TIFFANY
 DIVISION);

19 Defendants.

20
21
22 **FIRST AMENDMENT TO CONSENT DECREE**

23 **I. BACKGROUND**

24 A. On November 24, 2000, the United States lodged a proposed Consent
 25 Decree ("Consent Decree") pursuant to the Comprehensive Environmental
 26 Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq.
 27 with the Court in the above-referenced matter. Notice of the proposed Consent
 28 Decree was published in the Federal Register on December 14, 2000. No

1 comments were received in response to the Federal Register notice and on February
2 23, 2001, the Court entered an Order approving the Consent Decree. Except as
3 expressly set forth herein, the defined terms in the Consent Decree retain their
4 meanings in this First Amendment to Consent Decree ("First Amendment").
5 Pursuant to the Consent Decree, the Settling Defendants agreed to perform certain
6 work at the Omega Chemical Superfund Site ("Site") and reimburse the United
7 States for Past Response Costs and Oversight Costs. The Settling Work Defendants
8 to the Consent Decree were to perform certain Work at the Omega Site pursuant to
9 the Consent Decree, including conducting an Engineering Evaluation/Cost Analysis
10 ("EE/CA"); implementing a response action within the Phase 1a Area as selected
11 by the United States Environmental Protection Agency ("EPA"); implement a soils
12 Remedial Investigation/Feasibility Study ("RI/FS") for contamination within the
13 vadose zone within the Phase 1a Area; and install certain groundwater monitoring
14 wells as required by the Statement of Work incorporated into the Consent Decree.

15 B. Skateland is an indoor roller rink, located at 12520 Whittier Boulevard
16 in Whittier, California. EPA has detected volatile organic compounds ("VOCs"),
17 such as tetrachloroethene ("PCE") trichloroethene ("TCE"), 1,1-dichloroethene
18 ("1,1-DCE"), Freon 11 and Freon 113, inside Skateland. The maximum PCE
19 concentration detected for sampling events inside the Skateland building was 1100
20 micrograms per cubic meter (ug/m^3), which is higher than EPA's screening range of
21 0.9-90 ug/m^3 for long term occupational exposure. Interim mitigation measures
22 were employed after this sampling event and PCE concentrations declined in
23 subsequent sampling events; the most recent PCE concentrations still exceed EPA's
24 screening range for long term occupational exposure. All other contaminant levels
25 did not significantly decline from the initial sampling event. The legal description
26 of the Skateland property is as follows: The Northwesterly 200 feet (measured at
27 right angles to the Northwesterly line thereof) of Lots 1 and 2 of Tract No. 13486,
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1 in the City of Whittier, in the County of Los Angeles, State of California, as per
2 Map recorded in Book 312 pages 16, 17, and 18 of Maps, in the office of the
3 County Recorder of said County, A.P.N. No: 8170-029-024, also known as 12520
4 Whittier Boulevard, Whittier, California.

5 C. The Consent Decree did not address indoor air impacts at the
6 Skateland facility, which lies partially outside of the Phase 1a Area, believed to be
7 caused in part by vapor intrusion from the Omega Site. This First Amendment
8 governs a new response action (the "Skateland Response Action," as hereinafter
9 defined) distinct from the existing work under the Consent Decree. The Skateland
10 Response Action shall commence pursuant to the Supplemental Statement of Work
11 ("SSOW"), which is Attachment A to this First Amendment, in accordance with the
12 timetable therein.

13 D. On December 3, 2004, EPA issued an Administrative Order Directing
14 Compliance with Request for Access (EPA Region 9 CERCLA Docket No. 2005-3)
15 to the owners of the Skateland property (the "Access Order"). This Access Order
16 remains in effect to authorize access to Skateland by EPA and the Settling Work
17 Defendants. On August 3, 2004, the tenant on the Skateland property signed a
18 Voluntary Consent for Access to Property authorizing EPA and Settling Work
19 Defendants to access Skateland to undertake response actions (the "Voluntary
20 Consent").

21 E. The Skateland Response Action is a new and separate response action
22 from the ongoing response actions at the Omega Site and supplements the ongoing
23 response actions at the Omega Site. EPA believes that it is important to begin the
24 work under the SSOW as soon as possible. The SSOW sets forth the response
25 activities the Settling Work Defendants have agreed to perform as part of the
26 Skateland Response Action.
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28

1 F. The Parties desire to expand their respective obligations under the
2 Consent Decree to add the Skateland Response Action and to incorporate those
3 responsibilities into this First Amendment. In order to begin the Skateland
4 Response Action without delay, the Settling Work Defendants have agreed to begin
5 SSOW work before the close of the public comment period and before Court
6 approval of this First Amendment, provided the conditions noted herein are
7 satisfied.

8 G. The Parties recognize, and the Court by entering this First Amendment
9 finds, that this First Amendment has been negotiated by the Parties in good faith,
10 that implementation of this First Amendment will avoid prolonged and complicated
11 litigation between the Parties, expedite the mitigation of the Skateland facility, and
12 that this First Amendment is fair, reasonable, and in the public interest. All
13 attachments to this First Amendment are made an enforceable part hereof.

14 **THEREFORE, it is ORDERED, ADJUDGED, AND DECREED:**

15 1. Except as specifically provided in this First Amendment, all provisions
16 and requirements of the original Consent Decree shall be in full force and effect.
17 The Parties agree that all such provisions remain fully enforceable notwithstanding
18 this First Amendment.

19 2. The definition of "Consent Decree" on page 6 of the Consent Decree is
20 amended to mean "the Consent Decree and all appendices attached thereto, as
21 modified by the First Amendment and all attachments thereto." In the event of a
22 conflict between the Consent Decree, including any appendix thereof, and this First
23 Amendment, including any attachment hereto, this First Amendment shall control.
24 In the event of a conflict between this First Amendment and any attachment hereto,
25 the First Amendment shall control.

26 3. The Consent Decree is amended to add the following definition:
27 "Agreement in Principle" shall mean the date the Settling Work Defendants agree
28

1 upon the terms of the proposed First Amendment and associated SSOW as
2 indicated by a favorable vote of the Settling Work Defendants in accordance with
3 agreements governing their relationships.” Such vote will be conducted as soon as
4 reasonably possible under the agreements governing their relationships once the
5 duly authorized representatives of the Settling Work Defendants have documented
6 their agreement in writing with the terms of the proposed First Amendment and
7 associated SSOW. The vote shall be taken among the Settling Work Defendants
8 and the results communicated to EPA in writing as soon as reasonably practicable,
9 but in no event later than 14 days after the date the duly authorized representatives
10 of the Settling Work Defendants indicated their agreement with the terms of the
11 proposed First Amendment and associated SSOW in writing to EPA.

12 4. The definition of “Statement of Work” or “SOW” on page 8 of the
13 Consent Decree is amended to include the SSOW and all attachments thereto which
14 are attached to the First Amendment as Attachment A.

15 5. The Consent Decree is amended to add the following definition:
16 “‘Supplemental Statement of Work’ or ‘SSOW’ shall mean the statement of work
17 for implementation of response activities respecting indoor air impacts at the
18 Skateland facility. The SSOW also includes any future modifications thereto made
19 in accordance with the Consent Decree and this First Amendment. As between the
20 Settling Work Defendants, on the one hand, and the First Amendment Settling Cash
21 Defendants and Settling Federal Agency, on the other hand, the Settling Work
22 Defendants shall have the obligation to perform the SSOW, without prejudice,
23 however, to any rights or remedies the Settling Work Defendants may have against
24 persons other than the First Amendment Settling Cash Defendants or the Settling
25 Federal Agency, and such rights and remedies are explicitly preserved.

26 6. The first sentence of the definition of “Work” on page 9 of the Consent
27 Decree is amended at the beginning to read: “‘Work’ shall mean the response
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1 actions Settling Work Defendants are required to perform under this Consent
2 Decree and any amendment thereto, including the work required by the SSOW.”
3 All references in the original Consent Decree to the Work encompass the SSOW
4 work unless when read in context such reference would be inapplicable as, for
5 example, references to Work tasks or deliverables which Settling Work Defendants
6 have already completed to EPA’s satisfaction.

7 7. EPA desires that the Settling Work Defendants begin work set forth in
8 the SSOW as soon as possible. Settling Work Defendants have agreed to begin the
9 work set forth in the SSOW upon the date an Agreement in Principle is reached.
10 Settling Work Defendants agree that, regardless of the fact that this First
11 Amendment may not yet be approved by the Court, they shall be liable for any
12 stipulated penalties, as set forth in paragraphs 61 and 62 of the Consent Decree, as
13 amended herein. Paragraph 61.b. of the Consent Decree is amended to include the
14 following SSOW deliverables: Task 1, Report on Foundation Testing; Task 2,
15 Response Action Work Plan; Task 3, Final Report, and Task 4, As-Built Drawings,
16 Final O &M Manual, Periodic Reports, and Completion Report. The Settling Work
17 Defendants waive any defenses they may have to the imposition of stipulated
18 penalties due to the fact that the Court has not yet acted on this First Amendment,
19 provided that the United States does not withdraw this First Amendment or the
20 Court does not decline to enter this First Amendment. With the foregoing
21 exception, all other procedures and provisions set forth in Section XX (Stipulated
22 Penalties) or other sections of the Consent Decree that apply to stipulated penalties
23 shall be applicable.

24 8. The second sentence of Paragraph 19.a. of the Consent Decree is
25 deleted and replaced with the following: “Notwithstanding the foregoing, the term
26 “best efforts” shall not require the payment of any sums of money to any of the past
27 owners or operators of the Omega Property, including but not limited to, Dennis
28

1 O'Meara, the Omega Chemical Corporation and any of its shareholders and
2 officers, as well as any company owned or affiliated with such company,
3 shareholders or officers.”

4 9. Settling Work Defendants shall be excused from performance of any
5 SSOW work under this First Amendment for which access is required if the Access
6 Order is breached by the parties thereto, for such period of time until the Parties can
7 re-establish a lawful right to entry that will allow the SSOW work to resume. If the
8 Voluntary Consent for Access to the Skateland facility is withdrawn, Settling Work
9 Defendants shall use “best efforts” as defined in Paragraph 19 of the Consent
10 Decree, as modified herein, to obtain access.

11 10. Paragraph 82 is amended to add the following sentences at the end of
12 the paragraph: “With regard to claims for contribution against Settling Defendants
13 and the Settling Federal Agency (as defined in this Consent Decree) for matters
14 addressed in the First Amendment, the Parties hereto agree that the Settling Work
15 Defendants, First Amendment Settling Cash Defendants and Settling Federal
16 Agency are entitled to such protection as is provided by CERCLA Section
17 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in the First Amendment,
18 provided, however, that this protection shall be null and void if Settling Work
19 Defendants fail to perform any obligation under this First Amendment. For the
20 purposes of this First Amendment, such First Amendment Settling Cash Defendants
21 are the subset of Settling Cash Defendants identified in Appendix C to the Consent
22 Decree which previously settled their liability for the Work covered by this First
23 Amendment in accordance with certain agreements with Settling Work Defendants,
24 or a subset of such Defendants. Such First Amendment Settling Cash Defendants
25 are set out in Attachment B to the First Amendment. Settling Work Defendants
26 reserve all their rights under CERCLA and any other applicable law for Work
27 performed pursuant to this First Amendment. The protection provided under this
28

1 paragraph shall extend to all SSOW work under the First Amendment, regardless of
2 whether any such SSOW work commenced before, during, or after amendment of
3 the Consent Decree.”

4 11. All other privileges, rights and immunities under the Consent Decree
5 that are applicable to the SSOW work under the First Amendment shall extend to,
6 and inure to the benefit of, the Settling Work Defendants, the First Amendment
7 Settling Cash Defendants (as listed on Attachment B) and Settling Federal Agency
8 (as defined in the Consent Decree), regardless whether such SSOW work
9 commenced on, before or after approval of this First Amendment by a United States
10 District Court. Nothing in this First Amendment shall be deemed to modify, excuse
11 or limit the performance or completion of any obligation any party hereto has
12 undertaken in any other written agreement with Settling Work Defendants, or any
13 one or any combination of such Settling Work Defendants, and all such other
14 written agreements shall remain in full force and effect. The parties to such other
15 written agreements retain their respective rights thereunder.

16 12. All information required by this First Amendment shall be submitted
17 in accordance with the dates specified in the Consent Decree, or the SSOW if
18 applicable, to each of the persons listed below:

19
20 As to EPA:

21 Christopher Lichens, EPA Project Coordinator
22 U. S. EPA, Region 9
23 75 Hawthorne Street
24 San Francisco, CA 94105
25 (415) 972-3149
26 lichens.christopher@epa.gov

1 As to the Settling Work Defendants:

2 Dave Roberson, OPOG Project Coordinator
3 de maximis, inc.
4 2203 Timberlock Place, Suite 213
5 The Woodlands, TX 77380
6 dave@demaximis.com

7 13. The following attachments are attached to and incorporated into this
8 First Amendment:

- 9 a. "Attachment A" is the SSOW.
10 b. "Attachment B" is the list of First Amendment Settling Cash

11 Defendants.

12 14. Upon approval by the Court of this First Amendment, paragraph 95 of
13 the Consent Decree shall be amended to add the approved First Amendment and
14 any attachments thereto as "Appendix G."

15 15. This First Amendment shall be lodged with the Court for a period of
16 not less than thirty (30) days for public notice and comment in accordance with
17 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The
18 United States reserves the right to withdraw or withhold its consent if the comments
19 regarding the First Amendment disclose facts or considerations which indicate that
20 the First Amendment is inappropriate, improper, or inadequate. Should the United
21 States determine, after a review of any comments submitted, that the First
22 Amendment is inappropriate, improper, or inadequate, the Parties agree to conduct
23 expedited negotiations to address any such concerns.

24 16. If for any reason the Court should decline to approve this First
25 Amendment in the form presented, this First Amendment is void *ab initio*. The
26 Settling Work Defendants may terminate work begun under the SSOW, and EPA
27 shall be due no sums for any reason under this First Amendment. The original
28 Consent Decree shall remain fully in effect and enforceable.

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17. The undersigned representatives of the Settling Work Defendants and the Assistant Attorney General of the Environment and Natural Resources Division certify that they are fully authorized to enter into the terms and conditions of this First Amendment and to execute and legally bind such Party to this document. This First Amendment may be executed in any number of counterparts, and each signature hereto shall be deemed integrated herein as if each Party signed one and the same instrument.

18. The SSOW work obligations set out in this First Amendment and associated SSOW shall terminate upon EPA's written approval of the Completion Report submitted pursuant to the SSOW. Upon EPA's written approval of the Completion Report submitted pursuant to the SSOW the Settling Work Defendants, the First Amendment Settling Cash Defendants and the Settling Federal Agency, as defined in the Consent Decree, shall be entitled to the covenant not to sue provided in Paragraph 71 of the Consent Decree for the SSOW work.

SO ORDERED THIS _____ DAY OF _____, 20__.

TERRY J. HATTER, JR.
United States District Judge

1 THE UNDERSIGNED PARTIES enter into this First Amendment to Consent
2 Decree in the matter of United States v. Abex Aerospace Division, et al., relating to
3 the Omega Chemical Corporation Superfund Site.
4

5 FOR THE UNITED STATES OF AMERICA

6 Date:

7 _____
8 RONALD J. TENPAS
9 Assistant Attorney General
10 Environment and Natural Resources Division
11 U.S. Department of Justice
12 Washington, D.C. 20530 , *n*

13 _____
14 KARL J. FINGERHOOD
15 Trial Attorney
16 Environmental Enforcement Section
17 Environment and Natural Resources Division
18 U.S. Department of Justice
19 P.O. Box 7611
20 Washington, D.C. 20044-7611

21 _____
22 KEITH TAKATA
23 Director, Superfund Division
24 U.S. Environmental Protection Agency
25 Region IX
26 75 Hawthorne Street
27 San Francisco, CA 94105

28 _____
STEPHEN BERNINGER
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Alcoa Inc. (on behalf of Alcoa Electronic
Packaging, Inc., Alcoa Global Fasteners for
TRE/Weslock, and Alumax for Amerimax
Building Products for Admiral Aluminum)

By: _____

Title: Vice President

Signature: [Handwritten Signature]

Agent for Service of Process

Corporation Service Company which will do

Name: business in California as CSC-Lawyers

Incorporating Service

Title: _____

Address: P.O. Box 526036

Sacramento, CA 95852-6036

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant
Allied Signal, Inc.

By: Allan J. Topol

Title: Partner

Signature: _____

Agent for Service of Process

Allan J. Topol
Covington & Burling LLP
1201 Pennsylvania Ave.
Washington, D.C. 20004
Phone: (202) 662-5402

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United States of America v. Abex Aerospace Division, etc., et al.

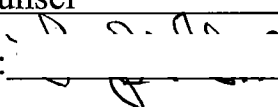
First Amendment to Consent Decree Signature Page

For The Settling Defendant

Alpha Therapeutic Corporation

Larry G. Gutteridge,
By: Hanna and Morton LLP

Title: Counsel

Signature: 

Agent for Service of Process

Name: C T CORPORATION
SYSTEM

Title: _____

Address: 818 W 7TH ST
LOS ANGELES, CA
90017

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.

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For The Settling Defendant

Applied Micro Circuits

By: Applied Micro Circuit Corporation (AMCC)

Title: General Counsel *AA*

Signature: _____

Agent for Service of Process

Name: John J. Lormon

Title: Partner

Address: Procopio, Cory, Hargreaves & Savitch LLP

530 B Street, Suite 2100

San Diego, CA 92101-4469

Telephone No.: (619) 515-3217

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Arlon Adhesives & Films

By: Richard Trombino

Title: as Controller for Arlon Adhesives & Films

Signature: _____

Agent for Service of Process

Name: _____

Title: _____

Address: _____

Telephone No.: 714 540-2811

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United States of America v. Abex Aerospace Division, etc., et al.

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For The Settling Defendant

BASF CORPORATION

By: Nan Bernardo

Title: Environmental Counsel

Signature: _____

Agent for Service of Process

Nan Bernardo
Environmental Counsel
BASF Corporation
100 Campus Drive
Florham Park, NJ 07932

(973) 245-6050 phone
(973) 245-6712 fax
nan.bernardo@basf.com

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United States of America v. Abex Aerospace Division, etc., et al.

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For The Settling Defendant

Baxter Healthcare Corporation

By: Peter Etienne

Title: Senior Counsel

Signature: _____

Agent for Service of Process

Name: Julie Brautigam

Title: EHS Compliance Manager

Address: One Baxter Parkway
(DF5-3E)
Deerfield, IL 60015

Telephone No.: 847/948-2387

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Rockwell INTERNATIONAL

n/k/a

THE Boeing Company

By: Kirk J. Thomson

Title: Director, Environmental Affairs

Signature: _____

Agent for Service of Process

Name: Corporation Service Company

Title: _____

Address: PO Box 526036

Sacramento, Calif

Telephone No.: 95852-6036

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 MCP Foods, Inc.

5 by Hexion Specialty Chemicals, Inc.

6 _____

7 _____

8 By: JUDITH PRAITIS

9 Title: Counsel with Client Permission

10 Signature: _____

11 Agent for Service of Process

12 Name: Judith M. Praitis, Esq.

13 Title: Counsel

14 Address: 555 West 5th Street, Ste 4000

15 Los Angeles, CA 90013

16 Telephone No.: (213) 896-6000

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1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 MCP Foods, Inc.

5 by Firmenich Incorporated

6 _____

7 _____

8 By: JUDITH PRAITIS

9 Title: Counsel with Client Permission

10 Signature: _____

11 Agent for Service of Process

12 Name: Judith M. Praitis, Esq.

13 Title: Counsel

14 Address: 555 West 5th Street, Ste. 4000

15 Los Angeles, CA 90013

16 Telephone No.: (213) 896-6000

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

State of California acting

by and through the Department

of Transportation

By: William A. Evans

Title: Attorney

Signature: _____

Agent for Service of Process

Name: William A. Evans

Title: Attorney

Address: Calif. Dept. of Transportation
100 Main Street #1300 L.A. CA. 90012

Telephone No.: 213-687-6000

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

International Paper
as successor to Chase Bag
and Coast Envelope, and as
predecessor to Masonite

By: Brian E. Heim
Title: Senior Counsel - FHS
Signature: _____
Agent for Service of Process
Name: Brian E. Heim
Title: Senior Counsel - FHS
Address: 6400 Poplar Ave
Memphis, TN 38197
Telephone No.: 901-419-3824

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United States of America v. Abex Aerospace Division, etc., et al.

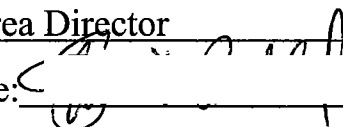
First Amendment to Consent Decree Signature Page

For The Settling Defendant

Chemical Waste Management, Inc.

By: Steven D. Richtel

Title: Area Director

Signature:  _____

Agent for Service of Process

Name: CT Corporation System

Title: _____

Address: 818 West 7th Street

Los Angeles, CA 90017

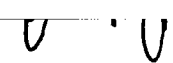
Telephone No.: _____

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THE UNDERSIGNED PARTIES enter into this First Amendment to
Consent Decree in the matter of United States v. Abex Aerospace
Division, et al., relating to the Omega Chemical Corporation
Superfund Site.

Date: August 14, 2007

By: WILLIAM T FUJIOKA
Title: CHIEF EXECUTIVE OFFICER

Signature: _____


Agent for Service of Process

Name: LAURIE E. DODS

Title: DEPUTY COUNTY COUNSEL

Address: 500 W. TEMPLE ST.

LOS ANGELES CA

90012

Telephone No.: 213-974-7667

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
LAURIE E. DODS
Deputy County Counsel

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

CROSBY & OVERTON, INC.

CROSBY & OVERTON ENVIRONMENTAL MANAGEMENT, INC.

CROSBY & OVERTON TRANSPORTATION CO.

URS&SERVICES&ENGINE

By: MICHAEL A. SHOUB

Title: President

Signature: _____

Agent for Service of Process

Name: _____

John J. Allen
Allen Matkins Leck Gamble
Mallory & Natsis LLP

Title: Attorney

Address: 515 South Figueroa St., 7th Fl.
Los Angeles, CA 90071

Telephone No.: 213-955-5548

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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant
Disneyland Central Plant*
By Sempra Energy Solutions

By: Michael W. Allman

Title: Vice President, Regulatory Affairs

Signature: _____

Agent for Service of Process

Name: Catherine C. Lee

Title: Corporate Secretary and Counsel

Address: 101 Ash Street

San Diego, CA 92101

Telephone No.: (619)696-4644

*Disneyland Central Plant was recently sold; certain liabilities, including any liability from shipments of waste to the Omega Chemical Superfund Site were retained by Sempra Energy Solutions.

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United States of America v. Abex Aerospace Division, etc., et al.


First Amendment to Consent Decree Signature Page

For The Settling Defendant

The Dow Chemical Company.

By: SSandi VanWormet

Title: Senior Attorney

Signature: 

Agent for Service of Process

Name: Sandi VanWormer

Title: Senior Attorney

Address: 2030 Dow Center

Midland, MI 48674

Telephone No.: (989) 638-3741

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

HARPERS

N/K/A

FHL GROUP

HANK HARPER

By: _____

Title: PRESIDENT

Signature: _____

Agent for Service of Process

Name: _____

Title: _____

Address: _____

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant

Forenco, Inc.

By: John Sobota

Title: Vice President

Signature: _____

Agent for Service of Process

Name: David M. Rubin, Esq.
Gould & Ratner

Title: Secretary

Address: 222 N. LaSalle Street, #800
Chicago, IL 60601

Telephone No.: (312) 236-3003

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

GATX Terminals Corporation

n/k/a

Kinder Morgan Liquids

Terminals, LLC

By: Nancy Van Burgel

Title: Assistant General Counsel

Signature

Agent for Service of Process

Name: Laura J. Carroll

Title: Attorney

Address:

Luce, Forward, Hamilton &

Scripps LLP

777 S. Figueroa St., 36th Floor

Los Angeles, CA 90017

Telephone No.: 213.892-4972

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United States of America v. Abex Aerospace Division, etc., et al.

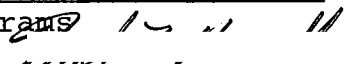
First Amendment to Consent Decree Signature Page

For The Settling Defendant

General Dynamics Corporation

By: Mark E. Russell

Title: Director of Environmental Programs

Signature: 

Agent for Service of Process

Name: E. Lynn Grayson

Title: Partner
Jenner & Block LLP

Address: One IBM Plaza
Chicago, IL 60611

Telephone No.: 312-923-2756

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Gulfstream Aerospace Corporation

By: John Jay Neely, III

Title: Deputy General Counsel

Signature: _____

Agent for Service of Process

Name: E. Lynn Grayson

Title: Partner

Jenner & Block LLP
Address: One IBM Plaza

Chicago, IL 60611

Telephone No.: 312-923-2756

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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant
Honeywell International Inc.

By: Allan J. Topol

Title: Partner

Signature: 

Agent for Service of Process

Allan J. Topol

Covington & Burling LLP

1201 Pennsylvania Ave.

Washington, D.C. 20004

Phone: (202) 662-5402

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Hitachi Home Electronics

(America), Inc.

By: Neal Svalstad, Esq.

Title: General Counsel

Signature: _____


Agent for Service of Process

Name: John Lormon

Title: Attorney

Address: 530 B Street, Ste 2100

San Diego, CA 92101

Telephone No.: (619) 515-3217

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

BP Amoco Chemical Company

For Hitco Materials Division

NOW KNOWN AS

HITCO CARBON COMPOSITES

By: Chris Winsor

Title: Regional Manager

AW

Signature: *[Handwritten Signature]*

Agent for Service of Process

Name: CT CORPORATION

Title: _____

Address: 818 West 7th Street
2nd Floor
Los Angeles, CA 90017

Telephone No.: 213-627-8252

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Huck Manufacturing Company n/k/a

Federal-Mogul Corporation (on behalf

of its former dissolved subsidiary

Huck Manufacturing Company)

By: Roger Strelow

Title: Associate General Counsel

Signature: [Signature]

Agent for Service of Process

Name: Roger Strelow

Title: Associate General Counsel

Address: 26555 Northwestern Hwy

Southfield, MI 48033

Telephone No.: 248-354-8110

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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant
Boeing Satellite Systems
n/k/a
Boeing Satellite Systems Inc,
a wholly owned subsidiary
of The Boeing Company.

By: Kirk J. Thomson
Title: Director ENVIRONMENTAL Affairs
Signature: _____
Agent for Service of Process
Name: Corporation Service Company
Title: _____
Address: PO Box 526036
Sacramento, Calif
95852-6036
Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Johns Manville (fka Johns Manville
International, Inc. fka Schuller
International, Inc. fka Manville
Sales Corp.) (Celite Corp.)

By: Brent A. Tracy

Title: Sr. Environmental Counsel

Signature: z

Agent for Service of Process /

Name: Brent A. Tracy

Title: Sr. Environmental Counsel

Address: 717 17th Street
Denver, CO 80202

Telephone No.: 303-978-3268

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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant

KC Photo Engraving
3-9-07

By: D
Title: PRESIDENT
Signature: Dan Cuney
Agent for Service of Process
Name: DAN CUNEY
Title: PRESIDENT
Address: 2666 E NORRIS
PASADENA CA
Telephone No.: 626 7954127

8-11-06

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page


For The Settling Defendant

Kimberly Clark Corp.

n/k/a Kimberly Clark WorldWide Inc., Fullerton Mill

By: Christopher G. Isenberg

Title: Mill Manager

Signature: 

Agent for Service of Process

Name: _____

Title: _____

Address: _____

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Los Angeles County Metropolitan

Transportation Authority

By: Ronald W. Stamm

Title: Principal Deputy County Counsel

Signature:

Agent for Service of Process

Name: Board Secretary's Office

Title: Legal Services

Address: One Gateway Plaza

Los Angeles, CA 90012

Telephone No.: (213) 922-2108

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

LUXFER USA LTD/
BRITISH ALUMINUM P.L.C.

By _____
Title: ATTY/AUTHORIZED REP
Signature: BRUCE WHITE
Agent for Service of Process
Name: EILEEN BURNS GERUN
Title: VP. LEGAL / CHIEF COUNSEL
CONSUMMANT
Address: 8770 WESBORNE BLVD AVE
UNIT CODE 07J
CHICAGO IL 60631
Telephone No.: 773-399-8695

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page


For The Settling Defendant

Mattel, Inc.

By: Jeff Denchfield

Title: Sr. Director

Global Sustainability

Signature: 

Agent for Service of Process

Name: _____

Title: _____

Address: _____

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

McDonnell Douglas Helicopter

Company

N/K/A

McDonnell Douglas Helicopter
Company, a wholly owned subsidiary
of McDonnell Douglas Corporation,
a wholly owned subsidiary of THE
Boeing Company.

By: Kirk J. Thomson

Title: Director Environmental Affairs

Signature: [Signature]

Agent for Service of Process

Name: Corporation Service Company

Title: _____

Address: PO Box 526036

Sacramento, Calif

95852-6036

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

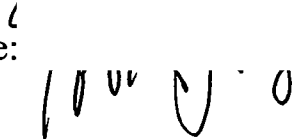
Metropolitan Water District

of Southern California

Date: 9-26-06

By: Jeffrey Kightlinger

Title: General Manager

Signature: 

Agent for Service of Process

Name: Dawn Chin

Title: Executive Secretary


Address: 700 N. Alameda Street

Los Angeles, CA 90012

Telephone No.: (213) 217-6000

APPROVED AS TO FORM:

Sydney B. Bennion
Interim General Counsel


Sr. Deputy General Counsel

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Masco Building Products Corp

as Indemnitee for Norris

Industries, Inc.

By: Scott A. Halpert

Title: Associate Corporate Counsel

Signature: _____

Agent for Service of Process

Name: Scott Halpert

Title: Associate Corporate Counsel

Address: Masco Corporation
21001 Van Gosen Rd.

Taylor, MI 48180

Telephone No.: (313) 792-6641

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

OHLINE CORP.
1930 W. 139TH ST.
GARDENA, CA 90249

By: MARLO RAMOS
Title: OPERATIONS MGR.
Signature: _____
Agent for Service of Process
Name: _____
Title: _____
Address: _____

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant

Pacific Bell Telephone Co.

By: Louise Delano
Title: Environmental Mgr.
Signature: _____
Agent for Service of Process
Name: AT&T Services, Inc
Title: Agent for Pacific Bell
Address: 308 S. Akard, Rm 1700
Dallas, TX 75202
Telephone No.: 214-464-1469

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Quest Diagnostics Clinical Laboratories Inc

As successor to Bioscience Enterprises

By: Surya Mohapatra

Title: President

Signature: _____

Agent for Service of Process

Name: National Registered Agents Inc

Title: _____

Address: 2030 Main St., Suite 1030
Irvine, CA 92614

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Raytheon Company

Raytheon (Hughes)

By: Wendy L. Feng
Covington & Burling LLP
Title: Counsel

Signature: _____

Agent for Service of Process

Name: Jeffrey B. Axelrod
Title: Senior Environmental Counsel
Address: Raytheon
Office of the General Counsel
870 Winter Street, Room 2352
Waltham, Massachusetts 02451-1449
Telephone No.: (781) 522-3059

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

THE REGENTS OF
THE UNIVERSITY
OF CALIFORNIA

By: ANTHONY O. GARVIN

Title: UNIVERSITY COUNSEL

Signature: [Signature]

Agent for Service of Process

Name: ANTHONY O. GARVIN

Title: UNIVERSITY COUNSEL

Address: 1111 FRANKLIN ST.
OAKLAND, CA, 94607

Telephone No.: (510) 987-9737

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Reichhold, Inc.

By: Keith F. Millhouse

Title: Authorized Agent

Signature: _____

Agent for Service of Process

Name: Keith F. Millhouse

Title: Authorized Agent

Address: 2815 Townsgate Road#330

Westlake Village, CA 91361

Telephone No.: (805) 230-2280

Fax Number: (805) 230-2281

Email: kmillhouse@mlglaw.net

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

~~The Alpha and Omega Company~~

~~of California~~ _____

~~n/a~~ _____

Robison-Prezioso, Inc. _____

By: Ken Weingarten

Title: Treasurer

Signature: 

Agent for Service of Process

Name: _____

Title: _____

Address: _____

Telephone No.: _____

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First Amendment to Consent Decree Signature Page

For The Settling Defendant

Anja Engineering Corp.

n/k/a

Scripto-Tokai Corporation

By: Fred O. Ashley

Title: Corporate Secretary

Signature: _____

Agent for Service of Process

Name: Fred O. Ashley

Title: Corporate Secretary

Address: 2055 S. Haven Avenue

Ontario, CA 91761

Telephone No.: (909) 930-5000

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United States of America v. Abex Aerospace Division, etc., et al.

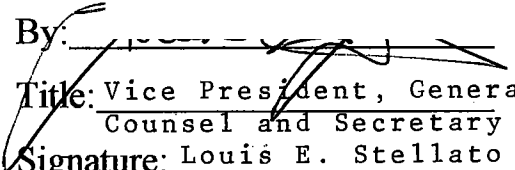
First Amendment to Consent Decree Signature Page

For The Settling Defendant

The Sherwin-Williams Company

101 Prospect Ave., N.W.

Cleveland, OH 44115

By: 
Title: Vice President, General
Counsel and Secretary
Signature: Louis E. Stellato

Agent for Service of Process

Name: Donald J. McConnell

Title: Corporate Environmental
Counsel

Address: 101 Prospect Ave., N.W.
1100 Midland Bldg.
Cleveland, OH 44115

Telephone No.: (216) 566-3741

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First Amendment to Consent Decree Signature Page

For The Settling Defendant

SIGMA TECH CASTINGS

By: BRUCE WHITE

Title: Attorney & Authorized

Signature: [Handwritten Signature]

Agent for Service of Process

Name: BRUCE WHITE

Title: ATTORNEY

Address: 414 North Orleans St
SUITE 810
CHICAGO IL 60610

Telephone No.: 312-836-1177

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First Amendment to Consent Decree Signature Page

For The Settling Defendant

Signet Armor lite, INC.

By: John Hingey

Title: V.P. OF MANUFACTURING

Signature: 
Agent for Service of Process

Name: _____

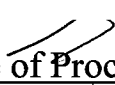
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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant
Texaco Inc.

By: **Hongyan Xun**
Title: Assistant Secretary
Signature: 
Agent for Service of Process
Name: Corporation Service Company
Title: _____
Address: 2730 Gateway Oaks Drive
Suite 100
Sacramento, CA 95833
Telephone No.: (800) 222-2122

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First Amendment to Consent Decree Signature Page

For The Settling Defendant

Texas Instruments Incorporated

(f/n/a Texas Instruments Tucson

Corporation for Burr-Brown Corp.)

By: Brenda L. Harrison

Title: Vice President

Signature: _____

Agent for Service of Process

Name: Courtney J. Riley

Title: Senior Counsel

Address: Law Department
7839 Churchill Way
MS 3999
Dallas, Texas 75251

Telephone No.: 972-917-4137

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First Amendment to Consent Decree Signature Page

For The Settling Defendant

Treasure Chest Advertising, Inc.

n/k/a

Vertis Communications

By: Bryan Constable

Title: VP of Corporate Safety and
Operational Support

Signature: _____

Agent for Service of Process

Name: _____

Title: _____

Address: _____

Telephone No.: _____

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United States of America v. Abex Aerospace Division, etc., et al.
First Amendment to Consent Decree Signature Page
For The Settling Defendant
Union Oil Company of California

By: Hongyan Xun
Title: Assistant Secretary
Signature: [Signature]
Agent for Service of Process
Name: Corporation Service Company
Title: _____
Address: 2730 Gateway Oaks Drive
Suite 100
Sacramento, CA 95833
Telephone No.: (800) 222-2122

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First Amendment to Consent Decree Signature Page

For The Settling Defendant:

Universal City Studios, Inc.

now known as:

UNIVERSAL CITY STUDIOS LLLP, a Delaware limited liability limited partnership, registered in California as UNIVERSAL CITY STUDIOS LLLP, L.P. (formerly known as Universal City Studios LP, Universal City Studios LLC, and Universal City Studios, Inc.)

By: / _____

[Signature]

Name: Maren Christensen

Title: EVP and General Counsel

Date: August 11, 2006

Agent for Service of Process:

Name: Donald C. Nanney, Esq.

Address: Gilchrist & Rutter Professional Corporation
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401

Telephone Number: (310) 393-4000

Facsimile Number: (310) 394-4700

Email Address: dnanney@gilchrstrutter.com

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Univar Corp., Univar USA Inc. (f/k/a Van Waters & Rogers Inc.,
VOPAK Americas Distribution Co.)

By: Mr. Peter Heinz _____

Title: General Counsel Univar
Corp. _____

Signature: _____

Agent for Service of Process

Name: Leslie R. Schenck _____

Title: Outside Counsel, Garvey
Schubert Barer _____

Address: 1191 Second Ave.,

Seattle WA 98101-2939 _____

Telephone No.: _____

206.464.3939

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Walt Disney Pictures and Television

500 South Buena Vista St.

Burbank, CA 91521

By: Robert A. Antonoplis

Title: Vice President

Signature: _____

Agent for Service of Process

Name: Robert A. Antonoplis

Title: Vice President

Address: 500 South Buena Vista St.

Burbank, CA 91521-0169

Telephone No.: (818) 560-8943

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Weber Aircraft

2000 WEBER DRIVE

GAINESVILLE, TX 76240

By: _____

Title: ADRI RUITER

Signature: PRESIDENT

Agent for Service of Process

Name: CSC-LAWYERS INCORP. SERVICE

Title: _____

Address: P.O. Box 526036

SACRAMENTO, CA

Telephone No.: 958 52-6036

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United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Yort, Inc. (Troy Lighting, Inc.
Tiffany Division)

By: Charles Florio

Title: Vice President

Signature: _____

Agent for Service of Process

Name: Donald A. Herner

Title: _____

Address: Herner & Gilhert, LLP
4 Landmark Square
Stamford, CT 06901

Telephone No.: (203) 975-8820

Attachment A

**SUPPLEMENTAL STATEMENT OF WORK
For
FIRST AMENDMENT TO CONSENT DECREE**

Introduction

Pursuant to this Supplemental Statement of Work (SSOW), the Settling Work Defendants (SWD) will implement a response action to mitigate indoor air impacts at the Skateland facility located at 12520 Whittier Boulevard in Whittier, California. Such impacts are caused at least in part by vapor intrusion from the Omega Chemical Site.

SSOW Objectives

The objective of the work to be performed pursuant to this SSOW is to mitigate exposure to indoor vapors emanating from the subsurface at the Skateland facility. SWD will implement Sub-Slab Depressurization (SSD), Sub-Slab Pressurization (SSP), or an alternative response action which fully meets that objective. The alternative response action ("Alternative Response Action") would preclude continued use of the Skateland facility as a public skating rink by such means as purchase of the property and demolition of the Skateland building, buyout of the Skateland lease or some other enforceable agreement. The Alternate Response Action must preclude not only skating but any other use that would lead to unacceptable occupational exposure in the building, as determined by EPA. If the Alternative Response Action is implemented prior to construction of SSD or SSP, then SWD will be relieved of their responsibility to proceed with such construction. The SWD will perform all work outlined herein in accordance with CERCLA, the National Contingency Plan ("NCP") (40 CFR Part 300), and applicable published EPA Superfund guidance. In addition, the SWD will perform all work subject to the technical oversight of EPA Region 9 as required by CERCLA and the NCP.

Response Action Activities

Task 1: Conduct Testing of Foundation

The SWD shall determine how the foundation is reinforced along the Concrete Masonry Unit (CMU) wall, separating the rink area and the party/video game area. If the foundation is reinforced at the joint, it may not be effective to construct a trench along this wall. Because building drawings are not available, test holes will be drilled to

determine the nature of the slab foundation , the thickness of any porous media below the slab, and the slab thickness.

Deliverable for Task 1

Letter Report. After test holes are drilled, SWD will provide the test results in a brief letter report to EPA, including a figure showing the locations and depths of test holes. This report shall be submitted to EPA within 21 days of the date that OPOG and EPA reach the Agreement in Principle as defined in the First Amendment, assuming there is no delay in securing access to the Skateland Facility to conduct this work.

Task 2: Prepare Response Action Work Plan

Upon EPA approval of the Task 1 letter report, OPOG will commence Task 2 - the preparation of a Work Plan for implementation of the appropriate response action. The Work Plan will include a Preliminary Design of the proposed response action alternative, either SSD and/or SSP. The remedy proposed in the Work Plan will consist of a trenching and piping layout that will allow either SSD or SSP. Both SSD and SSP are expected to rely on the same piping configuration. The actual layout of the piping will be predicated, in part, on the results of Task 1. For example, if Task 1 demonstrates that the CMU footing is not a significant barrier to vapor flow beneath the slab, piping will be oriented solely parallel to the long axis of the building. Conversely, if the CMU footing is a significant barrier to vapor flow, added piping may need to be installed from the south side of the building, perpendicular to the long axis of the building. The actual layout of the piping system will be determined and described in the Preliminary Design component of the Work Plan.

In order to minimize the potential for continued migration of vapors into the Skateland building early in the response action, the trenching and piping system would likely be operated initially in an SSD mode. After approximately one to three months of operation, data will be evaluated to determine if continued depressurization is appropriate, or if conversion to pressurization mode is preferable. The criteria for this decision will be established in the Work Plan.

As long as the system is operated in an SSD or combination injection/extraction (i.e., SSD/SSP) mode, the extracted vapors will be treated with Granular Activated Carbon (GAC), or other suitable technology. Extraction and treatment units will be located either in the parking lot on the southeast side of the building, or on the adjacent former Omega Chemical property.

If SSP is implemented, the SWD, upon approval by EPA, will construct appropriate measures so that other nearby buildings do not become impacted by vapors that are dispersed from the Skateland property as a result of this response action. Any such action shall substantively comply with any and all permitting requirements that would govern its construction and operation.

Final Response Action Objectives will be determined by EPA based on the Human Health Risk Assessment to be completed by OPOG, consistent with item B.4 of Task 2 of the Consent Decree. The EPA Region 9 Preliminary Remediation Goals (PRGs), adjusted for occupational exposure, will serve as the interim Response Action Objectives for all constituents except TCE. The interim Response Action Objectives for TCE will be 3.0 ug/m³.

Deliverable for Task 2

Response Action Work Plan. Within 30 days of EPA's approval of the Letter Report for Task 1, the SWD shall provide a Work Plan, including a schedule for design and implementation of the Response Action. The Work Plan shall include, but is not be limited to, the following elements:

- Qualifications of all contractors.
- Preliminary Design for System installation.
- Contacts for public inquiries.
- Environmental and Construction Related Permitting Substantive Compliance
- Proposed project schedule for design and construction, including repair of impacted areas in the Skateland interior.
- Quality Assurance Project Plan and Field Sampling Plan for collection of samples. These may be submitted as amendments to an existing QAPP and/or FSP if appropriate.
- Construction Health and Safety Plan
- Monitoring Plan for System operation and effectiveness.
- Draft Operation and Maintenance Plan, including draft O&M Manual.
- Procedures for reporting to EPA.

Task 3 -Design and Implement Response Action

Within 30 days of EPA approval of the Response Action Work Plan, the SWD shall begin design and construction activities as described under the Response Action Work Plan. If the Alternative Response Action is to be implemented prior to construction of the selected response action (either SSD or SSP or some combination), then SWD will

seek EPA's prior written approval. Upon such approval, SWD will be relieved of their responsibility to proceed with such construction. Unless otherwise directed by EPA, the SWD shall not commence response activities at the Site prior to EPA approval of the Response Action Work Plan. Upon completion of the construction, the SWD shall conduct a pre-final and final inspection with EPA and other agencies with jurisdictional interest in attendance (e.g., the State).

Deliverable for Task 3

Final Report. Within 60 days after final EPA inspection of the mitigation system, or approval of the Alternative Response Action, the SWD shall submit for EPA review and approval a final report summarizing the actions taken to comply with this SSOW.

The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports," and with OSWER Directive Number 9360.3-03 entitled "Removal Response Reporting." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the First Amendment and SSOW, a listing of quantities and types of Waste Materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those Waste Materials, a listing of the ultimate destination of those Waste Materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the response action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Task 4: Conduct Operation and Maintenance Activities

After completion of construction, the SWD shall implement O&M activities as described in the EPA-approved Work Plan. Unless modified in the Work Plan or in the final O&M Manual, indoor air monitoring shall be conducted at least monthly for the first three months of operation. After the first three months, quarterly monitoring shall be conducted for remainder of the first year of system operation, along with any other monitoring that may be required to comply with the substantive requirements of

permitting agencies as identified in the Work Plan. Assuming the interim Response Action Objectives have been achieved, monitoring shall be conducted annually thereafter, to ensure that VOCs in the Skateland building do not exceed acceptable levels. Monitoring locations will be established initially in the Response Action Work Plan; they are expected to include, but are not limited to, the center of the skating rink, the dance floor, the skate rental counter, the office, the boys bathroom, the girls bathroom, and the northeast end of the skating rink. At least one outdoor ambient air sample shall also be collected as part of each sampling event.

The mitigation system shall also be operated and maintained in a manner that minimizes disruption to the tenants of that building, to the extent feasible while meeting the objectives of the response action. If the SWD elect to implement an Alternative Response Action at any time while undertaking Task 4, they shall present such Alternative Response Action to EPA for approval and, upon approval, additional obligations under this Task 4 shall terminate or be modified, as EPA shall direct.

Deliverables for Task 4

1. As-builts. Within 60 days after final EPA inspection of the response action, the SWD shall submit the final system As-Built drawings to EPA.
2. Final O&M Manual. Within 60 days after final EPA inspection of the removal response action, the SWD shall submit for EPA review and approval the final O&M Manual. Any revisions of the approved final O&M Manual shall also be submitted by the SWD for EPA approval as a deliverable under this task.
3. Periodic reports. Brief quarterly reports, or less frequent reports upon approval by EPA, shall be provided to EPA with a summary of the status and effectiveness of the mitigation system, including results of indoor air sampling. The reports shall document the decision to operate the system as injection-extraction and describe the changes. Activities conducted during the year, such as periodic testing of GAC or other treatment equipment performance, GAC change-out (if applicable), equipment replacement, etc., should be described. The reports should also document any problems or anticipated problems with operation and maintenance of the system. The frequency of reporting can be adjusted with the approval of EPA.
4. Completion Report. Once the objectives of this SSOW have been attained and are expected to be met on a permanent basis without operation of the mitigation system, the SWD shall submit to EPA a report describing the proposed post-operation monitoring to confirm these results. If approved by EPA, the SWD shall implement such monitoring and provide the results to EPA in a Completion Report. If EPA is

satisfied that the SSOW objectives have been attained and operating the mitigation system is no longer necessary, EPA will approve the Completion Report, at which time the SWD obligations under this SSOW terminate.

LA1554249.2

ATTACHMENT B

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- ABEX Aerospace Division
- Armor All Products Corporation
- Avery Dennison
- Bourns, Inc.
- Calsonic Climate Control, Inc. (now Calsonic North America, Inc.)
- Canon Business Machines, Inc.
- City of Los Angeles, Department of Airports
- FPC, Inc., A Kodak Co.
- George Industries
- Golden West Refining Company
- Great Western Chemical Company
- Hilton Hotels Corporation for LA Airport & Towers
- Hubbell Inc. and Marvin Electric Mfg. Co., Inc.
- Huntington Park Rubber Stamp Company
- International Rectifier Corporation, for itself and its facility, HEXFET America
- Jan-Kens Enameling Company
- Kester Solder Division, Litton Systems, Inc.
- Kolmar Laboratories, Inc.
- Manufacturing Technology, Inc.
- Medeva Pharmaceuticals CA, Inc. (f/k/a MD Pharmaceutical Inc.)
- Minnesota Mining and Manufacturing Company for 3M/Riker Labs/Camarillo Storage
- Montgomery Tank Lines, Inc.
- NMB Corp.
- Pacesetters Systems Inc./Siemens Corporation
- Pacific Gas & Electric Co.
- Pioneer Video MFG Inc.
- Quad Chemical
- Rathon Corp. f/k/a Diversey Corp.
- Remet Corporation
- Rogers Corporation
- Southern Pacific Transportation Co. (n/k/a Union Pacific Railroad Company)
- Structural Composites Ind.
- Supracote, Inc. (BHP Coated Steel Corp. successor)
- Tension Envelope Corp.
- Titan Corporation
- Tubing Seal Cap/Pacific Precision Metals, Inc.
- Vertex Microwave Products, Inc. formerly Gamma F Corp.
- Warner-Lambert Company
- Western Metal Decorating Co.
- York International Corporation

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