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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AMERICAN INTERNATIONAL
SPECIALTY LINES INSURANCE
COMPANY,

Plaintiff,

vs.

UNITED STATES OF AMERICA,

Defendant.

Case No. CV-09-1734 AHM (RZx)
[Consolidated with Case No.
CV-06-04686-AHM (RZ)]

FINAL JUDGMENT

Assigned to the Hon. A. Howard Matz

1 **FINAL JUDGMENT**

2 It is hereby **adjudged and ordered** as follows, consistent with the Court’s
3 Findings of Fact and Conclusions of Law dated June 30, 2010, and January 9,
4 2013:

- 5 1. This judgment relates to remediation of the former manufacturing site
6 located at 22116 West Soledad Canyon Road in Santa Clarita,
7 California and formerly owned by the Bermite Powder Company
8 (referred to below as the “Site”).
- 9 2. Under the Comprehensive Environmental Responsibility,
10 Compensation and Liability Act (“CERCLA”), the United States is
11 liable for an equitable share of costs of remediation related to the Site
12 as provided by 42 U.S.C. § 9613. The United States’ liability in this
13 case is based on its roles both as the owner of a covered facility and as
14 an arranger of waste disposed of at the Site.
- 15 3. The United States’ equitable share of response costs incurred related
16 to the Site shall be 40% of the total costs expended by American
17 International Specialty Lines Insurance Company (“AISLIC”) (now
18 known as Chartis Specialty Insurance Company) that are necessary
19 and consistent with the National Contingency Plan (“NCP”).
- 20 4. As used herein, “Past Costs” shall mean response costs paid by
21 AISLIC on or prior to January 31, 2010.
- 22 5. The United States shall pay to AISLIC \$3,314,794 as its share of Past
23 Costs.
- 24 6. The United States shall pay AISLIC \$174,215 in prejudgment interest
25 for the United States’ share of Past Costs.
- 26 7. The United States shall pay 40% of all necessary and NCP consistent
27 response costs related to the Site paid by AISLIC after January 31,
28


1 2010, in accordance with the rulings in the Court's Findings of Fact
2 and Conclusions of Law dated January 9, 2013.

3 8. The United States shall pay prejudgment interest on its equitable share
4 of the necessary and NCP consistent response costs related to the Site
5 paid by AISLIC after January 31, 2010 through the date of final
6 judgment, in accordance with the rulings in the Court's Findings of
7 Fact and Conclusions of Law dated January 9, 2013, and with the
8 prior stipulation of the parties regarding prejudgment interest (Dkt.
9 256).

10 9. The Court's Findings of Fact and Conclusions of Law dated June 30,
11 2012, and January 9, 2013 are incorporated herein by reference.

12 10. This judgment applies to AISLIC's claims in this action and the
13 consolidated action in which AISLIC intervened, Steadfast Insurance
14 Company v. United States of America, Docket 2:06-cv-04686-AHM-
15 RZ.

16 11. Final judgment shall be entered by the Clerk and this case shall be
17 terminated.



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20 DATED: January 31, 2013

A. Howard Matz
U.S. District Court Judge

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