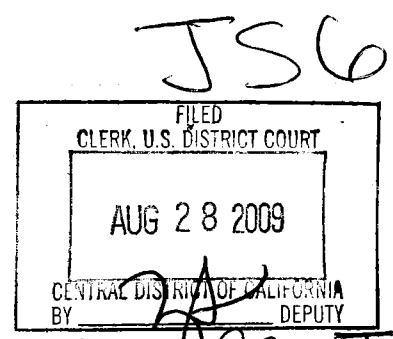


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"NUNC PRO TUNC"
 Effective as of JAN 22 2009

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

13 UNITED STATES OF AMERICA,
 14 Plaintiff,
 15 v.

CASE NO. 2:00-cv-12471-TJH-JWJx
**FIRST AMENDMENT TO
 CONSENT DECREE**

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

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.; DEUTSCHENGINEERED
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
9 CORPORATION; TODD PACIFIC
SHIPYARDS; TREASURE CHEST;
10 PACIFIC PRECISION METALS,
INC.; UNION OIL COMPANY OF
CALIFORNIA; UNITED PARCEL
11 SERVICE, INC.; UNIVERSAL
CITY STUDIOS, INC.; VAN
12 WATERS & ROGERS INC. and
VOPAK DISTRIBUTION
13 AMERICAS CORPORATION (f/k/a
UNIVAR CORPORATION);
14 VERTEX MICROWAVE
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,
28

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.
27
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
28

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.

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

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

15
16 SO ORDERED THIS 29th DAY OF August, 2009.

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18 
19 TERRY J. HATTER, JR.
20 United States District Judge
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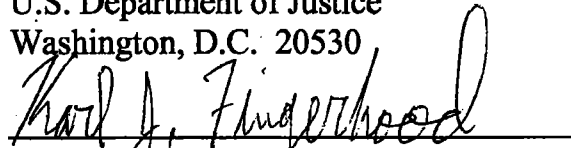
1 THE UNDERSIGNED PARTIES enter into this First Amendment to Consent
2 Decree in the matter of United States v. Abex Aerospace Division, et al., relating to
3 the Omega Chemical Corporation Superfund Site.
4

5 FOR THE UNITED STATES OF AMERICA

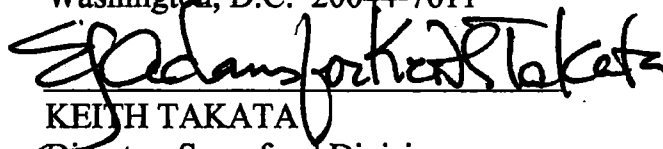
6 Date:



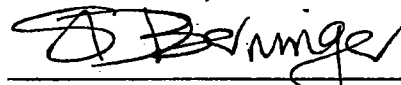
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28 Region IX
75 Hawthorne Street
San Francisco, CA 94105

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ATTACHMENT B

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