

1 RONALD J. TENPAS
2 Assistant Attorney General
3 United States Department of Justice
4 Environment and Natural Resources Division

5 KARL FINGERHOOD
6 Trial Attorney
7 United States Department of Justice
8 Environment and Natural Resources Division
9 P.O. Box 7611
10 Washington, DC 20044-7611
11 Telephone: (202) 514-7519
12 Facsimile: (202) 514-2583
13 karl.fingerhood@usdoj.gov

JSC6
FILED
CLERK, U.S. DISTRICT COURT
AUG 28 2009
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY
"NUNC PRO TUNC"
Effective as of: JAN 22 2009

14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
16 **WESTERN DIVISION**

17 UNITED STATES OF AMERICA,
18
19 Plaintiff,

20 v.

21 ABEX AEROSPACE DIVISION
22 and PNEUMO-ABEX
23 CORPORATION; AIR PRODUCTS
24 AND CHEMICALS, INC.; ALCOA
25 INC.; ALLIEDSIGNAL, INC. (now
26 known as HONEYWELL
27 INTERNATIONAL, INC.); ALPHA
28 THERAPEUTIC CORPORATION;
APPLIED MICRO CIRCUITS
CORPORATION; APPROPRIATE
TECHNOLOGIES II, INC.;
ARLON ADHESIVES & FILM;
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

CASE NO. CV-00-012471 TJH (JWJx)
**SECOND AMENDMENT TO
CONSENT DECREE**

1 known as CALSONIC NORTH
2 AMERICA, INC.); CANON
3 BUSINESS MACHINES, INC.;
4 INTERNATIONAL PAPER
5 COMPANY; WASTE
6 MANAGEMENT, INC.; UNITED
7 DOMINION INDUSTRIES; CITY
8 OF LOS ANGELES,
9 DEPARTMENT OF AIRPORTS;
10 CITY OF SANTA MARIA;
11 COUNTY OF LOS ANGELES;
12 CROSBY & OVERTON, INC.;
13 DATATRONICS ROMOLAND,
14 INC.; DEUTSCHENGINEERED
15 CONNECTING
16 DEVICES/DEUTSCH GAV;
17 DISNEYLAND CENTRAL
18 PLANT; DOW CHEMICAL
19 COMPANY; FHL GROUP;
20 FIRMENICH INCORPORATED;
21 FORENCO, INC.; GAMBRO, INC.;
22 GATX TERMINALS
23 CORPORATION; GENERAL
24 DYNAMICS CORPORATION;
25 GEORGE INDUSTRIES; GOLDEN
26 WEST REFINING COMPANY;
27 GREAT WESTERN CHEMICAL
28 COMPANY; GSF ENERGY, L.L.C.
(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

1 METROPOLITAN
2 TRANSPORTATION
3 AUTHORITY; LOMA LINDA
4 UNIVERSITY; BRITISH ALCAN
5 ALUMINUM, P.L.C.; MATTEL,
6 INC.; MAXWELL
7 TECHNOLOGIES, INC.; THE
8 MAY DEPARTMENT STORES
9 COMPANY; McDONNELL
10 DOUGLAS CORPORATION a
11 wholly owned subsidiary of the
12 BOEING COMPANY; MEDEVA
13 PHARMACEUTICALS CA, INC.
14 (f/k/as MD PHARMACEUTICAL
15 INC.); METROPOLITAN WATER
16 DISTRICT OF SOUTHERN
17 CALIFORNIA; MICO INC.;
18 MINNESOTA MINING AND
19 MANUFACTURING COMPANY;
20 QUALITY CARRIERS INC. (f/k/a
21 MONTGOMERY TANK LINES,
22 INC.); NI INDUSTRIES (a division
23 of TRIMAS, a wholly owned
24 subsidiary of MASCO TECH); NMB
25 TECHNOLOGIES CORP.; OHLINE
26 CORP.; OJAI MANUFACTURING
27 TECHNOLOGY, INC.; SIEMENS
28 MEDICAL SYSTEMS, INC.;
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

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

Defendants.

SECOND AMENDMENT TO CONSENT DECREE

I. BACKGROUND

A. The Court entered a Consent Decree (“Consent Decree”) in this case on February 28, 2001, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, *et seq.* The First Amendment to the Consent Decree, which governs a new response action

1 (the “Skateland Response Action,” as hereinafter defined) unrelated to existing
2 work under the Consent Decree, is lodged herewith. Except as expressly set forth
3 herein, this Second Amendment to the Consent Decree (“Second Amendment”)
4 amends the Consent Decree as it has been or is later amended by the
5 First Amendment. Except as expressly set forth herein, the defined terms in the
6 Consent Decree, as amended, retain their meanings in this Second Amendment to
7 Consent Decree.

8 B. The Parties desire (1) to add additional Settling Work Defendants and
9 Settling Cash Defendants to those covered by the Consent Decree, as amended, (2)
10 to incorporate additional volume and related payments of certain original Settling
11 Cash Defendants, and (3) to correct certain omissions and typographical errors in
12 the caption.

13 **THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

14 **II. GENERAL PROVISIONS**

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

19 **III. AMENDMENTS**

20 2. The caption and Appendix D of the Consent Decree, as amended, are
21 amended to include the additional Settling Work Defendants as set forth on Exhibit
22 A hereto.

23 3. The caption and Appendix C of the Consent Decree, as amended, are
24 amended to include the additional Settling Cash Defendants as set forth on Exhibit
25 B hereto. Each of these parties has entered a settlement agreement and paid their
26 respective settlement amounts. Therefore, Section 42.a. of the Consent Decree
27 shall not apply to them, except that (1) the payments have been made in
28 contribution toward the Work, payment of Past Response Costs and Oversight

1 Costs, and fulfilling legal obligations related to the Work, (2) each Settling Cash
2 Defendant's obligations under the Consent Decree shall be limited to the payment it
3 has made, and (3) no Settling Cash Defendant shall be responsible for any payment
4 required of any other party. Likewise, Sections 60 and 62.b. shall not apply.

5 4. The Consent Decree is amended to cover additional Waste Material
6 attributable to and related settlement amounts paid by the original Settling Cash
7 Defendants, or affiliates of such original Settling Cash Defendants, listed on
8 Exhibit C hereto. Each of these original Settling Cash Defendants has entered an
9 amendment to their respective settlement agreements and paid their respective
10 additional settlement amounts. Therefore, Section 42.a. of the Consent Decree shall
11 not apply to them except that (1) the payments have been made in contribution
12 toward the Work, payment of Past Response Costs and Oversight Costs, and
13 fulfilling legal obligations related to the Work, (2) each Settling Cash Defendant's
14 obligations under the Consent Decree shall be limited to the payment it has made,
15 and (3) no Settling Cash Defendant shall be responsible for any payment required
16 of any other party. Likewise, Sections 60 and 62.b. shall not apply.

17 5. The caption of the Consent Decree, as amended, is amended to include
18 an erroneously omitted Settling Cash Party, to correct a typographical error in the
19 caption, and to revise the names of various Settling Work Defendants, all as set
20 forth on Exhibit D hereto. The provisions of the Consent Decree, as amended, shall
21 apply to these parties *ab initio*.

22 6. Paragraph 82, as amended by the First Amendment, is further amended
23 to add the following sentence at the end of the paragraph: "With regard to claims
24 for contribution against additional Settling Cash Defendants set forth on Exhibit B
25 hereto, the Parties agree that the Settling Work Defendants and the Settling Cash
26 Defendants set forth on Exhibit B hereto are entitled to such protection as is
27 provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters
28 addressed in the Consent Decree, as amended, provided, however, that this

1 protection shall be null and void as to a Settling Work Defendant set forth on
2 Exhibit A hereto or Settling Cash Defendant set forth on Exhibit B if such Settling
3 Defendant hereto fails to perform any obligation under this Consent Decree, as
4 amended. Such protection shall extend to all Work under the Consent Decree, as
5 amended, regardless of whether any such Work commenced before, during, or after
6 any amendment to the Consent Decree.”

7 7. Notwithstanding anything in this Second Amendment, the First
8 Amendment to the Consent Decree shall not apply to the Settling Cash Defendants
9 listed on Exhibit E, hereto. Settling Work Defendants, or any one or any
10 combination of such Settling Work Defendants, reserve all rights against
11 the Settling Cash Defendants Listed on Exhibit E or any other person who has not
12 resolved all claims respecting any Work under the Consent Decree, as amended.

13 8. Nothing in this Second Amendment shall be deemed to modify, excuse
14 or limit the performance or completion of any obligation any party hereto has
15 undertaken in any other written agreement with Settling Work Defendants, or any
16 one or any combination of such Settling Work Defendants, and all such other
17 written agreements shall remain in full force and effect. The parties to such other
18 written agreements retain their respective rights thereunder.

19 9. Upon approval by the Court of this Second Amendment, paragraph 95
20 of the Consent Decree shall be amended to add the approved Second Amendment
21 and any attachments thereto as “Appendix H.”

22 **IV. EXHIBITS**

23 10. The following appendices are attached to and incorporated into this
24 Consent Decree:

25 EXHIBIT A: ADDITIONAL SETTLING WORK DEFENDANTS.

26 EXHIBIT B: ADDITIONAL SETTLING CASH DEFENDANTS.

27 EXHIBIT C: SETTLING CASH DEFENDANTS WITH ADDITIONAL
28 AFFILIATED ENTITIES OR WASTE MATERIAL

1 EXHIBIT D: CORRECTIONS TO CAPTION AND APPENDIX D.

2 EXHIBIT E: SETTLING CASH DEFENDANTS ON CONSENT DECREE
3 TO WHICH FIRST AMENDMENT TO CONSENT DECREE
4 DOES NOT APPLY.

5 **V. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

6 11. This Second Amendment shall be lodged with the Court for a period of
7 not less than thirty (30) days for public notice and comment in accordance with
8 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7.
9 The United States reserves the right to withdraw or withhold its consent if the
10 comments regarding the Second Amendment disclose facts or considerations which
11 indicate that the Second Amendment is inappropriate, improper, or inadequate.

12 12. If for any reason the Court should decline to approve this Second
13 Amendment in the form presented, this Second Amendment is void *ab initio* and
14 the original Consent Decree, as amended, shall remain fully in effect and
15 enforceable.

16 13. If for any reason the Court should decline to approve the
17 First Amendment in the form presented, this Second Amendment shall apply to the
18 original Consent Decree, which shall remain fully in effect and enforceable.

19 **VI. EFFECTIVE DATE**

20 14. Except as otherwise specifically provided herein, the effective date of
21 this Consent Decree shall be the date upon which this Consent Decree is entered by
22 the Court.

23 **VII. SIGNATORIES/SERVICE**

24 15. Each undersigned representative of a Settling Defendant to this
25 Consent Decree and the Assistant Attorney General for Environment and Natural
26 Resources of the Department of Justice certifies that he or she is fully authorized to
27 enter into the terms and conditions of this Consent Decree and to execute and
28 legally bind such Party to this Consent Decree.

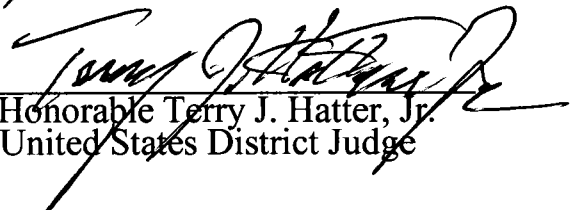
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2 16. Each Settling Defendant hereby agrees not to oppose entry of this
3 Consent Decree by this Court or to challenge any provision of this Consent Decree
4 unless the United States has notified the Settling Defendants in writing that it no
5 longer supports entry of the Consent Decree.

6 17. Each additional Settling Defendant added to the Consent Decree, as
7 amended by this Second Amendment, shall identify, on the attached signature page,
8 the name, address and telephone number of an agent who is authorized to accept
9 service of process by mail on behalf of that Party with respect to all matters arising
10 under or relating to this Consent Decree. The additional Settling Defendants hereby
11 agree to accept service in that manner and to waive the formal service requirements
12 set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local
13 rules of this Court, including, but not limited to, service of a summons.

14 SO ORDERED THIS 28th DAY OF August, 2008.


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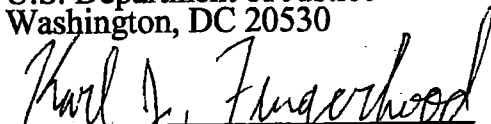

Honorable Terry J. Hatter, Jr.
United States District Judge

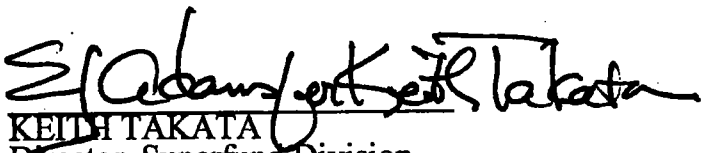
1 THE UNDERSIGNED PARTIES enter into this Second Amendment to the
2 Consent Decree, as amended, in the matter of *United States v. Abex Aerospace*
3 *Division, et al.*, relating to the Omega Chemical Corporation Superfund Site.


4 FOR THE UNITED STATES OF AMERICA

5 Date: _____, 2008

6 
RONALD J. TENPAS
7 Assistant Attorney General
8 Environment and Natural Resources Division
9 U.S. Department of Justice
10 Washington, DC 20530

11 
KARL J. FINGERHOOD
12 Trial Attorney
13 Environmental Enforcement Section
14 Environment and Natural Resources Division
15 U.S. Department of Justice
16 P.O. Box 7611
17 Washington, DC 20044-7611

18 
KEITH TAKATA
19 Director, Superfund Division
20 U.S. Environmental Protection Agency,
21 Region IX
22 75 Hawthorne Street
23 San Francisco, CA 94105

24 
STEPHEN BERNINGER
25 Assistant Regional Counsel
26 U.S. Environmental Protection Agency,
27 Region IX
28 75 Hawthorne Street
San Francisco, CA 94105

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SIGNATURE PAGES OF PARTIES ON EXHIBIT A

Signature pages of parties on Exhibit A are set forth above.

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SIGNATURE PAGES OF PARTIES ON EXHIBIT B

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SIGNATURE PAGES OF PARTIES ON EXHIBIT C

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SIGNATURE PAGES OF PARTIES ON EXHIBIT D

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Parties listed on Exhibit D also appear on Exhibits A or B and their signature pages are not duplicated here.

SIGNATURE PAGES OF PARTIES ON EXHIBIT D

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Parties listed on Exhibit E either also appear on Exhibit B or are not signatories to this Second Amendment.

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EXHIBIT A

ADDITIONAL SETTLING WORK DEFENDANTS

Caption

Appendix D

AMERICAN STANDARD, INC.	American Standard, Inc.
ASTRO ALUMINUM TREATING CO. INC.	Astro Aluminum Treating Co. Inc.
CAL MART by TUCSON VALLEY LIQUIDATING TRUST by J. EMERY BARKER, TRUSTEE	Cal Mart by Tucson Valley Liquidating Trust by J. Emery Barker, Trustee
CALIFORNIA HYDROFORMING CO.	California Hydroforming Co.
CENTER LINE WHEEL CORP.	Center Line Wheel Corp.
CINTAS CORPORATION (successor to UNITOG COMPANY)	Cintas Corporation (successor to Unitog Company)
COATINGS RESOURCE CORPORATION	Coatings Resource Corporation
COLUMBIA SHOWCASE & CABINET CO., INC.	Columbia Showcase & Cabinet Co., Inc.
CTL PRINTING INC.	CTL Printing Inc. for Cal Tape & Label Co.
DUDE, INC.	Dude, Inc.
HERCULES INCORPORATED	Hercules Incorporated
MAJON, INC./HURST	Majon, Inc./Hurst
NORTHROP GRUMMAN SYSTEMS CORPORATION	Northrop Grumman Systems Corporation

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PFIZER, INC.	Pfizer, Inc.
PILKINGTON PLC	Pilkington plc (including Swedlow)
SCHERING CORPORATION	Schering Corporation
SOCO WEST, INC. as successor to HOLCHEM, INC.	Soco West, Inc. as successor to Holchem, Inc.
SONOCO PRODUCTS (aka ENGRAPH, INC./PATTON)	Sonoco Products (aka Engraph, Inc./Patton)
SPARTON TECHNOLOGY, INC.	Sparton Technology, Inc.

EXHIBIT B

ADDITIONAL SETTLING CASH DEFENDANTS

Caption Appendix C

AIR CONDITIONING CO. INC.	Air Conditioning Co. Inc.
ANZON COMPANY	Anzon Company
BELL INDUSTRIES, INC.	Bell Industries, Inc.
BUILDING MATERIALS CORPORATION OF AMERICA, d/b/a GAF MATERIALS CORPORATION	Building Materials Corporation of America, d/b/a GAF Materials Corporation
CAL-AIR, INC.	CAL-AIR, INC.
CITY OF COSTA MESA	City of Costa Mesa
COASTCAST CORPORATION	Coastcast Corporation
ABM CMS, INC. (fka COMMAIR MECHANICAL SERVICES)	ABM CMS, INC. (fka Commair Mechanical Services)
COUNTY OF SAN BERNARDINO	County of San Bernardino
EL PASO ENERGY INTERNATIONAL COMPANY	El Paso Energy International Company for Bonneville Pacific Corporation
GENERAL ELECTRIC COMPANY	General Electric Company
HARTWELL CORPORATION	Hartwell Corporation
HERTZ CORPORATION, THE	Hertz Corporation, The
RICOH PRINTING SYSTEMS AMERICA, INC.	for Dataproducts Corp.

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VALEANT PHARMACEUTICALS INTERNATIONAL (fka ICN PHARMACEUTICALS, INC.)	Valeant Pharmaceuticals International (fka ICN Pharmaceuticals, Inc.)
COLUMBIA PACIFIC ALUMINUM CORPORATION- MODESTO (dissolved)	Columbia Pacific Aluminum Corporation (dissolved)
INTEGRATED MICROELECTRONICS, INC.	Integrated Microelectronics, Inc. for AVX Corp.
ITT CORPORATION., a successor to ITT BARTON, ITT GENERAL CONTROLS and ITT GILFILLAN	ITT Corporation, a successor to ITT Barton, ITT General Controls and ITT Gilfillan
JOHANSON DIELECTRICS INC.	Johanson Dielectrics Inc.
ROCKWELL COLLINS OPTRONICS, INC.	Rockwell Collins Optronics, Inc.
L.A. SUPPLY COMPANY, dba LABEL HOUSE	L.A. Supply Company, dba LABEL HOUSE
LANSDALE SEMICONDUCTOR, INC	Lansdale Semiconductor, Inc
LEAR SIEGLER DIVERSIFIED HOLDING CORP., as successor to LEAR SIEGLER, INC.	Lear Siegler Diversified Holding Corp., as successor to Lear Siegler, Inc.
LEFIELL MANUFACTURING COMPANY	LeFiell Manufacturing Company

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LEUCADIA, INC., GENERAL MARBLE CORPORATION DIVISION	Leucadia, Inc., General Marble Corporation Division
LOCKHEED MARTIN LIBRASCOPE CORPORATION	Lockheed Martin Librascope Corporation
LOS ANGELES UNIFIED SCHOOL DISTRICT	Los Angeles Unified School District
MTI ENGINEERING CORPORATION (MITUTOYO AMERICAN CORPORATION)	MTI Engineering Corporation (Mitutoyo American Corporation)
NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.	Northrop Grumman Space & Mission Systems Corp.
NOVACAP, INC.	Novacap, Inc.
PHARMAVITE LLC	Pharmavite LLC
SHAMROCK SCIENTIFIC SPECIALTY SYSTEMS, INC.	Shamrock Scientific Specialty Systems, Inc.
SIEMENS BUILDING TECHNOLOGIES, INC. (fka MCC POWERS)	Siemens Building Technologies, Inc. (fka MCC Powers)
SYMMETRICOM, INC.	Symmetricom, Inc.
TERADYNE INC	Teradyne Inc
TIMEMED LABELING SYSTEMS, INC.	Timemed Labeling Systems, Inc.
TRIBUNE COMPANY, as successor in interest to THE TIMES MIRROR COMPANY	Tribune Company, as successor in interest to The Times Mirror Company

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TRW TECHNAR, INC.	TRW Technar, Inc.
VIASYS HEALTHCARE, INC.	VIASYS Healthcare, Inc. for Bear Medical System, Inc.
XARD Corp. (fka Arwood Corporation)	XARD Corp. (fka Arwood Corporation)

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EXHIBIT C
SETTLING CASH DEFENDANTS WITH ADDITIONAL AFFILIATED
ENTITIES OR WASTE MATERIAL

Eastman Kodak Company, an original Settling Cash Defendant for its entity
FPC, Inc., A Kodak Co., has new volume for itself, Eastman Kodak
Company.

Minnesota Mining and Manufacturing additional affiliated entity:
3M Company (Vision Care).

Puritan Bennett additional affiliated entities:

Tyco International/Armin Plastics; Tyco Electronics Corporation as
successor to AMP Inc/Matrix Science Corp, and Unistrut Corp.;
Mallinckrodt Inc., a Delaware Corporation, as successor to
Mallinckrodt/Tronmed and Mallinckrodt Critical Care; and
Advanced Packaging Systems/Interamics.

Teradyne Inc. has additional volume for the same entity.

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EXHIBIT D

CORRECTIONS TO CONSENT DECREE CAPTION AND APPENDIX D

Original Caption	Amended Caption	Original Appendix D	Amended Appendix D
		Alcoa Electronic Packaging, Inc.	Alcoa Inc. (on behalf of Alcoa Electronic Packaging, Inc., Alcoa Global Fasteners for TRE/Weslock and Alumax for Amerimax Building Products for Admiral Aluminum)
BOEING NORTH AMERICA, INC.	THE BOEING COMPANY	The Boeing Company	The Boeing Company (sued as Rockwell International Corporation)

1 2 3 4 5 6	BORDEN, INC.	HEXION SPECIALTY CHEMICALS, INC. FIRMENICH, INC.	MCP Foods (by Borden, Inc. and Firmenich Incorporated)	MCP Foods (by Hexion Specialty Chemicals, Inc. and Firmenich, Inc.)
7 8 9 10 11 12 13 14 15	BP AMERICA INC.	BP AMOCO CHEMICAL COMPANY	BP America, Inc. (on behalf of Hitco Inc.)	BP AMOCO Chemical Company (on behalf of Hitco Inc.) Atlantic Richfield Company
16 17 18 19 20 21 22 23 24	CALIFORNIA DEPT. OF TRANSPORTATIO N	STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATI ON	California Dept. of Transportation	State of California acting by and through the Department of Transportation
25 26 27	DISNEYLAND CENTRAL PLANT	SEMPRA ENERGY SOLUTIONS	Disneyland Central Plant	Sempra Energy Solutions

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<p>GATX TERMINALS CORPORATION</p>	<p>KINDER MORGAN LIQUIDS TERMINALS, LLC, formerly known as GATX TERMINALS CORPORATION</p>	<p>GATX Terminals Corporation</p>	<p>Kinder Morgan Liquids Terminals, LLC, formerly known as GATX TERMINALS CORPORATIO N</p>
<p>HEXCEL CORPORATION</p>	<p>HEXCEL CORPORATION (CIBA-GEIGY)</p>	<p>Hexcel Corporation/Ciba- Geigy</p>	<p>Hexcel Corporation (Ciba-Geigy)</p>
<p>HUCK MANUFACTURIN G COMPANY (by its former parent Federal Mogul Corporation)</p>	<p>FEDERAL- MOGUL CORPORATION (on behalf of its former dissolved subsidiary HUCK MANUFACTURI NG COMPANY)</p>	<p>Huck Manufacturing Company</p>	<p>Federal-Mogul Corporation (on behalf of its former dissolved subsidiary Huck Manufacturing Company)</p>
<p>HUGHES SPACE AND COMMUNICATIO NS COMPANY</p>	<p>BOEING SATELLITE SYSTEMS, INC.</p>	<p>Hughes Space and Communications Company</p>	<p>Boeing Satellite Systems, Inc</p>

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<p>JOHNS MANVILLE INTERNATIONAL , INC.</p>	<p>JOHNS MANVILLE</p>	<p>Johns Manville International, Inc. (f/k/a Schuller International, Inc. and Manville Sales Corporation) (Celite Corporation)</p>	<p>Johns Manville (f/k/a Schuller International, Inc. and Manville Sales Corporation) (Celite Corporation)</p>
<p>KIMBERLY CLARK WORLDWIDE, INC.</p>	<p>KIMBERLY CLARK WORLDWIDE INC., FULLERTON MILL</p>	<p>Kimberly Clark Corp.</p>	<p>Kimberly Clark WorldWide Inc., Fullerton Mill</p>
<p>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATIO N AUTHORITY</p>	<p>LA COUNTY MTA (So. California RTD)</p>	<p>LA County MTA/So. California RTD</p>	<p>LA COUNTY MTA (So. California RTD)</p>
<p>NELLCOR PURTIAN BENNETT</p>	<p>PURITAN BENNETT</p>		

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<p>NI INDUSTRIES (a division of TRIMAS, a wholly owned subsidiary of MASCO TECH)</p>	<p>MASCO PLUMBING PRODUCTS, INC. as indemnitor for NORRIS INDUSTRIES, INC.</p>	<p>NI Industries, a division of TriMas, a wholly owned subsidiary of MascoTech</p>	<p>Masco Plumbing Products, Inc. as indemnitor for Norris Industries, Inc.</p>
<p>NOT INCLUDED</p>	<p>EASTMAN KODAK COMPANY</p>		
<p>PACIFIC BELL TELEPHONE COMPANY</p>	<p>PACIFIC BELL TELEPHONE COMPANY, a California Corporation</p>		
<p>TEXAS INSTRUMENTS TUCSON CORPORATION (f/k/a BURR- BROWN CORP.)</p>	<p>TEXAS INSTRUMENTS INCORPORATED</p>	<p>Tucson Corporation (f/k/a Burr-Brown Corp.)</p>	<p>Texas Instruments Incorporated</p>

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UNIVERSAL CITY STUDIOS, INC.	UNIVERSAL CITY STUDIOS LLLP, L.P.	Universal City Studios, Universal Studios, MCA/Universal Studios, and Universal Title & Optical	Universal City Studios LLLP, L.P. (f/k/a Universal City Studios LP, Universal City Studios LLC, and Universal City Studios, Inc.), Universal City Studios; Universal Studios; Universal Studios, Inc., f/k/a MCA INC.; MCA/Universal Studios; MCA/Universal; and Universal Title & Optical.
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VAN WATER & ROGERS INC. and VOPAK DISTRIBUTION AMERICAS CORPORATION (f/k/a UNIVAR CORPORATION)	UNIVAR CORP., UNIVAR USA INC. (F/K/A VAN WATERS & ROGERS INC., VOPAK DISTRIBUTION AMERICAS INC.)	Van Waters & Rogers Inc. and Vopak Distribution Americas Corporation (f.k.a. Univar Corporation)	Univar Corp., Univar USA Inc. (f/k/a Van Waters & Rogers Inc., Vopak Distribution Americas Inc.)
WASTE MANAGEMENT, INC.	CHEMICAL WASTE MANAGEMENT, INC		

EXHIBIT E

**SETTLING CASH DEFENDANTS ON CONSENT DECREE TO WHICH
FIRST AMENDMENT TO CONSENT DECREE DOES NOT APPLY**

Caption	Appendix C
AIR PRODUCTS AND CHEMICALS, INC.	Air Products and Chemicals, Inc.
APPROPRIATE TECHNOLOGIES II, INC.	Appropriate Technologies II, Inc.
BONANZA ALUMINUM CORP.	Bonanza Aluminum Corp.
BROADWAY STORES, INC.	Broadway Stores, Inc.
CITY OF SANTA MARIA	City of Santa Maria
DATATRONICS ROMOLAND, INC.	Datatronics Romoland, Inc.
DEUTSCH ENGINEERED CONNECTING DEVICES/DEUTSCH GAV	Deutsch Engineered Connecting Devices/Deutsch GAV
GAMBRO, INC.	Gambro, Inc.
GSF ENERGY, L.L.C. (successor to GSF ENERGY, INC.)	GSF Energy, L.L.C., successor to GSF Energy, Inc.

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LEFIELL MANUFACTURING COMPANY*	LeFiell Manufacturing Company*
LOMA LINDA UNIVERSITY	Loma Linda University
MAXWELL TECHNOLOGIES, INC.	Maxwell Technologies, Inc.
MICO INC.	MICO West
NELLCOR PURTIAN <i>[sic]</i> BENNETT	Puritan Bennett
RESINART CORP.	Resinart Corp.
SHELL OIL COMPANY	Shell Oil Products Company
SOUTHERN CALIFORNIA EDISON CO.	Southern California Edison Co.

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TELEDYNE TECHNOLOGIES INCORPORATED	TDY Industries, Inc. for Teledyne Inet, Teledyne Linair, Teledyne AeroCal Teledyne Cast Parts, Teledyne Controls, Teledyne Electronic Technologies by Teledyne Technologies Incorporated
THE MAY DEPARTMENT STORES COMPANY	The May Department Stores Company
TODD PACIFIC SHIPYARDS	Todd Pacific Shipyards
TRW TECHNAR, INC.*	TRW Technar, Inc.*
UNITED DOMINION INDUSTRIES	Cherokee International, Inc.
UNITED PARCEL SERVICE, INC.	United Parcel Service, Inc.
[not listed]	U.S. Navy

* Not on original Consent Decree; amended on by this Second Amendment.