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7
 8 IN THE UNITED STATES DISTRICT COURT
 9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 STATE OF CALIFORNIA
 11 DEPARTMENT OF TOXIC
 12 SUBSTANCES CONTROL,
 13 Plaintiff,
 14 v.
 15 STANDARD NICKEL-CHROMIUM
 16 PLATING COMPANY, a California
 corporation, et al.
 17 Defendants.
 18

CASE NO.: CV13-03600 RGK (AJWx)

Assigned to: Hon. R. Gary Klausner

~~PROPOSED~~ CONSENT DECREE
 BETWEEN PLAINTIFF AND
 DEFENDANTS DUKE
 DULGARIAN AND DICKIE VAN
 BREENE (FORMERLY KNOWN
 AS DICKIE DULGARIAN)

19
 20 AND RELATED CROSS-ACTIONS.

21 INTRODUCTION

22 1. Plaintiff the State of California Department of Toxic Substances
 23 Control ("Plaintiff" or the "Department" or "DTSC") filed a Complaint in this
 24 matter pursuant to the Comprehensive Environmental Response, Compensation,
 25 and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, against several parties,
 26 including Defendant Duke Dulgarian, individually and doing business as DDD &
 27 Associates, LLC ("Duke Dulgarian"), and Defendant Dickie Van Breene (formerly
 28

1 known as Dickie Dulgarian), individually and doing business as DDD &
2 Associates, LLC ("Dickie Van Breene").¹ Through its Complaint, Plaintiff seeks
3 the recovery of past "Response Costs"² incurred by Plaintiff in responding to
4 releases and/or threatened releases of hazardous substances at or from the properties
5 located at 811, 817, 819, 825, and 826 East 62nd Street, Los Angeles, CA 90001,
6 also collectively known as the Standard Nickel property ("Site"), pursuant to
7 CERCLA § 107(a), 42 U.S.C. § 9607(a). Plaintiff also seeks declaratory relief
8 under CERCLA § 113(g)(2), 42 U.S.C. § 9613(g)(2), alleging that defendants are
9 jointly and severally liable for future Response Costs to be incurred by Plaintiff to
10 address the extent of releases and/or threatened of hazardous substances at or from
11 the Site.

12 2. In its Complaint, Plaintiff alleges in relevant part that:

13 a. In approximately 1927, a plating operation, called "Dulgarian Sons
14 Standard Plating Company," was established by certain members of the Dulgarian
15 family on property at the Site. The on-Site operations included plating operations,
16 including the chromium plating of pipes for the oil industry. The business was later
17 incorporated in 1946 under the name Standard Nickel-Chromium Plating Company.

18 b. Settling Defendants owned a portion of the Site. As part of a
19 partnership known as DDD & Associates, a California general partnership ("DDD
20 Partnership"), Settling Defendants co-owned with Dick Dulgarian the property
21 located at 826 East 62nd Street from approximately 1988 to 1992. Plaintiff further
22 alleges that DDD & Associates, LLC, a California limited liability company
23 ("DDD LLC") is a successor to the DDD Partnership. Plating operations were
24 conducted on the Site during this time. The Department contends, but Settling

25 ¹ Duke Dulgarian, Dickie Van Breene (formerly known as Dickie Dulgarian) and DDD &
26 Associates, LLC are sometimes collectively referred to herein as "Settling Defendants." Plaintiff
27 and Settling Defendants are sometimes collectively referred to herein as "Parties." (See, *infra*,
Section III.)

28 ² The term "Response Costs" is defined in Section III, *infra*.

1 Defendants dispute, that hazardous substances were released into the environment
2 from the property located at 826 East 62nd Street as a result of plating operations
3 on the Site.

4 c. In June of 1997, the Department conducted a site screening for the
5 United States Environmental Protection Agency as part of an investigation of the
6 release and/or threatened release of hazardous substances at or from the Site. In
7 2008, the Department took the lead to further investigate the release and/or
8 threatened release of hazardous substances at or from the Site. The Department's
9 investigation established that hazardous substances including, but not limited to,
10 hexavalent chromium, total chromium, and volatile organic compounds, including
11 the industrial solvents trichloroethylene and perchloroethylene, were present in the
12 soil, soil gas and groundwater at the Site.

13 d. On or about June 9, 2009, the Department issued an Imminent and
14 Substantial Endangerment Determination and Remedial Action Order ("ISE
15 Order") ordering potentially responsible parties to investigate and remediate the
16 release of hazardous substances at or from the Site. On or about December 29,
17 2010, the Department issued an Amendment to the Imminent and Substantial
18 Endangerment Determination and Remedial Action Order ("Amendment") adding
19 certain parties, including Settling Defendants, and amending certain properties
20 identified in the ISE Order.

21 e. The potentially responsible parties named in the ISE Order and
22 Amendment, including Settling Defendants, failed to complete the investigation
23 and remediation of releases and/or threatened releases of hazardous substances at or
24 from the Site as required by the ISE Order and Amendment.

25 f. Response actions were and are necessary to remove and remedy the
26 hazardous substances released and/or threatened to be released at and from the Site.

27 g. The Department has incurred Response Costs conducting and
28 overseeing response actions related to the release and/or threatened release of

1 hazardous substances at or from the Site, including contamination of the soil, soil
2 vapor and groundwater. These response actions include, but are not limited to:
3 issuing orders to potentially responsible parties requiring response actions at and
4 around the Site; reviewing sampling and analysis of environmental media;
5 performing inspections and preparing reports; reviewing work plans for
6 investigation and remediation; conducting Site visits and overseeing field work;
7 holding public meetings; meeting with potentially responsible parties; and
8 complying with the requirements of the California Environmental Quality Act.
9 Response Costs incurred by Plaintiff remain unpaid.

10 h. Plaintiff will continue to incur response costs conducting and/or
11 overseeing response actions related to the release and/or threatened release of
12 hazardous substances at or from the Site in the future.

13 3. The Department contends, but Settling Defendants dispute, that
14 Settling Defendants, as former owners and/or operators of a portion of the Site, are
15 jointly and severally liable under CERCLA for all Response Costs incurred by
16 Plaintiff related to the Site.

17 4. The Parties agree and this Court, by entering this Consent Decree,
18 finds that this Consent Decree has been negotiated by the Parties in good faith,
19 settlement of this matter will avoid expensive, prolonged and complicated litigation
20 between the Parties, and this Consent Decree is fair, reasonable, in the public
21 interest and consistent with the purpose of CERCLA.

22 **THEREFORE**, the Court, with the consent of the Parties to this Consent
23 Decree, hereby **ORDERS, ADJUDGES, AND DECREES**, as follows:

24 **I. JURISDICTION**

25 5. The Court has subject matter jurisdiction over the matters alleged in
26 this action pursuant to 28 U.S.C. § 1331 and CERCLA and personal jurisdiction
27 over each of the Parties. Venue is appropriate in this district pursuant to 28 U.S.C.
28 § 1391(b) and CERCLA. Solely for the purposes of this Consent Decree and the

1 underlying Complaint, Settling Defendants waive all objections and defenses that
2 Settling Defendants may have to the jurisdiction of the Court or to venue in this
3 district. Settling Defendants shall not challenge the terms of this Consent Decree or
4 this Court's jurisdiction to enter and enforce this Consent Decree.

5 6. The Court shall retain jurisdiction over this matter for the purpose of
6 interpreting and enforcing the terms of this Consent Decree if necessary.

7 **II. SETTLEMENT OF DISPUTED CLAIMS**

8 7. This Consent Decree resolves the Settling Defendants' alleged liability
9 in connection with the release and/or threatened release of hazardous substances at
10 or from the Site under CERCLA § 107, 42 U.S.C. § 9607, in exchange for payment
11 by Settling Defendants to reimburse a portion of Plaintiff's Response Costs
12 incurred and to be incurred at or in connection with the Site.

13 8. Settling Defendants do not admit any of the allegations of the Complaint.
14 Nothing in this Consent Decree shall be construed as an admission of any issue of
15 law or fact or of any violation of law. Except as otherwise provided by this
16 Consent Decree, this Consent Decree shall not prejudice, waive or impair any right,
17 remedy or defense that Settling Defendants may have in any other or further legal
18 proceeding.

19 9. Upon approval and entry of this Consent Decree by the Court, this
20 Consent Decree shall constitute a final judgment between and among the Parties.

21 **III. DEFINITIONS**

22 10. Unless otherwise expressly provided herein, terms used in this Consent
23 Decree that are defined in CERCLA or in regulations promulgated under CERCLA
24 shall have the meaning assigned to them therein. Whenever terms listed below are
25 used in this Consent Decree, the definitions below shall apply.

26 11. "The Department" or "Plaintiff" shall mean the State of California
27 Department of Toxic Substances Control, and its predecessors and successors. The
28 Department is a public agency of the State of California organized and existing

1 under and pursuant to California Health and Safety Code § 58000 *et seq.* Under
2 California law, the Department is the state agency responsible for determining
3 whether there has been a release and/or threatened release of hazardous substances
4 into the environment, and for determining the actions to be taken in response
5 thereto.

6 12. "Effective Date" shall mean the date the Court enters an Order
7 approving this Consent Decree.

8 13. "Parties" shall mean Plaintiff, Duke Dulgarian, Dickie Van Breene
9 (formerly known as Dickie Dulgarian), DDD Partnership and DDD LLC,
10 collectively.

11 14. "Party" shall mean Plaintiff, Duke Dulgarian, Dickie Van Breene
12 (formerly known as Dickie Dulgarian), DDD Partnership or DDD LLC,
13 individually.

14 15. "Response Costs" shall mean all costs of "removal," "remedial
15 action," or "response" as those terms are defined by CERCLA § 101, 42 U.S.C.
16 § 9601, related to the release and/or threatened release of hazardous substances at
17 or from the Site, including the soil and groundwater.

18 16. "Settling Defendants" shall mean Duke Dulgarian and Dickie Van
19 Breene (formerly known as Dickie Dulgarian), collectively. However, as specified
20 in Paragraph 18, below, the obligations of Settling Defendants outlined in this
21 Consent Decree are joint and several.

22 17. The "Site" shall mean the properties located at 811, 817, 819, 825, and
23 826 East 62nd Street, Los Angeles, CA 90001, also collectively known as the
24 Standard Nickel property, including the extent of the releases of hazardous
25 substances at or from the Site, including its various parcels, into the environment,
26 including the soil and groundwater.

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1 **IV. SETTling DEFENDANTS' OBLIGATIONS**

2 18. The obligations of Settling Defendants under this Consent Decree are
3 joint and several.

4 19. Settling Defendants, jointly and severally, shall pay to Plaintiff the
5 total sum of one hundred thirty seven thousand five hundred dollars (\$137,500).
6 The payment shall be due within thirty (30) calendar days of the Effective Date of
7 this Consent Decree. Settling Defendants shall also pay to the Department the
8 Department's costs of negotiating, drafting, and obtaining the approval of this
9 Consent Decree in an amount not to exceed twenty thousand dollars (\$20,000). The
10 Department shall notify Settling Defendants of this amount within thirty (30)
11 calendar days of the Effective Date of this Consent Decree, and the payment shall
12 be due to Plaintiff within thirty (30) calendar days thereafter.

13 20. The payments specified in Paragraph 19, above, shall be made by
14 certified or cashier's check made payable to Cashier, California Department of
15 Toxic Substances Control, and shall bear on its face both the DTSC Site Code
16 (300683) and state, "Standard Nickel Chromium Site." The payment shall be sent
17 to:

18 Cashier
19 Accounting Office, MS-21A
20 Department of Toxic Substances Control
21 P.O. Box 806
22 Sacramento, CA 95812-0806

23 A copy of the check shall be mailed to:

24 Vivian Murai, Senior Attorney
25 California Department of Toxic Substances Control
26 Office of Legal Counsel, MS-23A
27 P.O. Box 806
28 Sacramento, CA 95812-0806

Or e-mailed to Vivian.Murai@dtsc.ca.gov in .pdf or .jpg format.

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V. ACCESS TO INFORMATION

21. By no later than thirty (30) calendar days of the Effective Date, Settling Defendants shall have provided to Plaintiff copies of any and all records, documents, and information within their possession or control, or that of their agents, relating to: (a) the ownership, operation or control of the Site; (b) the purchase, storage, use, handling, generation, treatment, transportation, or disposal of hazardous substances in connection with the Site; (c) releases and/or threatened releases of hazardous substances at or from the Site, including the soil and groundwater; and (d) removal, remedial or response actions conducted by any person at the Site.

22. If after the Effective Date, Settling Defendants obtain any records, documents or information described in Paragraph 21 not previously provided to Plaintiff, Settling Defendants agree to provide Plaintiff with copies of the additional records, documents or information within ten calendar days of the date Settling Defendants obtained the records, documents or information.

23. Settling Defendants may assert confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with California Health and Safety Code § 25358.2. Documents or information determined to be confidential by Plaintiff will be afforded the protection specified in California Health and Safety Code § 25358.2. Settling Defendants may also assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing documents, Settling Defendants shall provide Plaintiff with a description of the document withheld and the basis for asserting the privilege.

1 **VI. COVENANT NOT TO SUE BY PLAINTIFF**

2 24. Except as expressly provided in Section VII (Reservation of Rights) of
3 this Consent Decree, Plaintiff covenants not to sue Settling Defendants, DDD
4 Partnership and/or DDD LLC pursuant to CERCLA, the California Hazardous
5 Substances Account Act ("HSAA"), California Health and Safety Code § 25300 *et*
6 *seq.*, or any other statute, regulation, or common law theory to: (a) recover
7 Plaintiff's Response Costs and all other damages (with the exception of natural
8 resource damages) related to the Site; or (b) require Settling Defendants, DDD
9 Partnership and/or DDD LLC to conduct response actions, including removal or
10 remedial actions, related to the release and/or threatened release of hazardous
11 substances at or from the Site, including the soil and groundwater. This Covenant
12 Not to Sue is conditioned upon the complete and satisfactory performance by
13 Settling Defendants of all their obligations under this Consent Decree.

14 **VII. RESERVATION OF RIGHTS**

15 **25. Obligations Under This Decree**

16 In the event Plaintiff initiates any legal proceedings against Settling
17 Defendants for non-compliance with this Consent Decree, Settling Defendants,
18 DDD Partnership and/or DDD LLC, shall not contest their obligation to fully
19 comply with this Consent Decree. However, in such proceedings, Settling
20 Defendants, DDD Partnership and/or DDD LLC, may raise any and all defenses
21 that Settling Defendants deem to be relevant to the issue of whether or not they
22 have complied with the terms of the Consent Decree.

23 **26. Claims Regarding Other Sites**

24 Nothing in this Consent Decree is intended or shall be construed to limit the
25 rights of the Parties with respect to claims arising out of or relating to the deposit,
26 release, or disposal of hazardous substances at any location other than the Site
27 subject to this Consent Decree. This subsection, however, shall not limit the
28

1 covenants not to sue and releases in this Consent Decree that apply to claims arising
2 from the spread or passive migration of hazardous substances from the Site.

3 **27. Claims Against Other Persons and Entities**

4 a. Nothing in this Consent Decree shall constitute or be construed as a
5 release or covenant not to sue regarding any claim or cause of action against any
6 person (as defined in CERCLA § 101(21), 42 U.S.C. § 9601(21), who is not a
7 signatory to this Consent Decree, for any liability he, she or it may have arising out
8 of or relating to the Site. Nothing in this Consent Decree shall constitute or be
9 construed as a release or covenant not to sue regarding any claim or cause of action
10 against Duke Dulgarian, as the Executor of the Estate of Dick Dulgarian ("Dick
11 Dulgarian Estate"), or the Dick Dulgarian Estate. Plaintiff specifically reserves any
12 and all rights to enforce any order or potential judgment against the Dick Dulgarian
13 Estate through appropriate enforcement procedures including, without limitation,
14 proceedings under Section 17705.03 of the California Corporations Code against
15 any past, present or future membership interest of or contribution from either Dick
16 Dulgarian (deceased) or the Dick Dulgarian Estate in either the DDD Partnership or
17 DDD LLC and/or proceedings under Section 16504 of the California Corporations
18 Code against any partnership interest of the Dick Dulgarian Estate in DDD
19 Partnership or DDD LLC.

20 b. The legal and equitable rights retained include, but are not limited to: (i)
21 the Department's right to compel any person who is not a signatory to the Consent
22 Decree to conduct response actions for hazardous substance contamination at or
23 from the Site; and (ii) the rights of the Parties to seek reimbursement and/or other
24 relief from any person who is not a signatory to this Consent Decree for Response
25 Costs incurred as a result of such contamination. Except as provided in Section
26 XI.A (Parties Bound), nothing in this Consent Decree shall be construed to create
27 any rights in, or grant any cause of action to, any person not a party to this Consent
28 Decree.

1 **28. Reservation of Claims**

2 The Plaintiff's Covenants Not to Sue (Section VI) do not pertain to the
3 following matters:

4 a. Failure of Settling Defendants, DDD Partnership and/or DDD LLC to
5 meet the requirements of this Consent Decree;

6 b. Damage to natural resources, as defined in CERCLA § 101(6), 42
7 U.S.C. § 9601(6), including all costs incurred by any natural resources trustees;

8 c. Settling Defendants', DDD Partnership's and/or DDD LLC's
9 introduction of any hazardous substance, pollutant, or contaminant to the Site after
10 the Effective Date;

11 d. Overt acts by Settling Defendants, DDD Partnership and/or DDD LLC
12 after the Effective Date that cause the exacerbation of the hazardous substance
13 conditions existing at or from the Site;

14 e. Claims based on liability arising from the past, present, or future
15 disposal of hazardous substances at sites or locations other than the Site. This
16 subsection (e), however, shall not limit the covenants not to sue in this Consent
17 Decree that apply to claims arising from the passive migration of hazardous
18 substances from the Site; and

19 f. Claims based on criminal liability. At present, however, Plaintiff has
20 no pending criminal claim or investigation, nor is it aware of any facts that would
21 give rise to a criminal investigation, against any Settling Defendants.

22 **29. Other Rights Reserved**

23 Except as expressly provided in the Consent Decree, nothing in the Consent
24 Decree is intended nor shall it be construed to preclude the Department from
25 exercising its authority under any law, statute or regulation. Furthermore, nothing
26 in the Consent Decree is intended, nor shall it be construed, to preclude any other
27 state agency, department, board or entity or any federal entity from exercising its
28 authority under any law, statute or regulation.

1 **30. Plaintiff's Further Reservation**

2 Notwithstanding any other provision in the Consent Decree, Plaintiff reserves
3 the right to institute proceedings in this action or in a new action, seeking to compel
4 Settling Defendants, DDD Partnership and DDD LLC, or any of them, to perform
5 additional response actions at the Site and/or to reimburse Plaintiff for additional
6 Response Costs if:

7 a. Information previously unknown to the Department, which indicates
8 that the information provided by Settling Defendants, DDD Partnership and/or
9 DDD LLC regarding their involvement at the Site is false, or in a material respect,
10 inaccurate, is received by the Department after the Effective Date; or

11 b. Conditions previously unknown to Plaintiff, for which Settling
12 Defendants, DDD Partnership, DDD LLC or any of them, is liable under any statute
13 or law, are discovered at the Site after the Effective Date, and these previously
14 unknown conditions indicate a release and/or threat of release of hazardous
15 substances into the environment.

16 **VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

17 31. Settling Defendants, DDD Partnership and DDD LLC covenant not to
18 sue and agree not to assert any claims or causes of action against Plaintiff or its
19 contractors or employees that arise out of the transaction or occurrence that is the
20 subject matter of Plaintiff's Complaint or for any injuries, losses, costs, or damages
21 caused or incurred as a result of the performances or requirements of this Consent
22 Decree or the Department's response actions at the Site. The Settling Defendants,
23 DDD Partnership and DDD LLC reserve the right to take action to compel the
24 Plaintiff to comply with the terms of this Consent Decree.

25 **IX. CONTRIBUTION PROTECTION**

26 32. With regard to claims for contribution against Settling Defendants for
27 "Matters Addressed" in this Consent Decree, the Parties agree, and the Court finds
28 as follows:

- 1 a. This Consent Decree constitutes a judicially approved settlement
- 2 within the meaning of CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2).
- 3 b. This Consent Decree requires that Settling Defendants pay certain
- 4 costs with respect to their liability at the Site.
- 5 c. Settling Defendants, DDD Partnership and DDD LLC are entitled to
- 6 the contribution protection provided by CERCLA § 113(f)(2), 42 U.S.C. §
- 7 9613(f)(2), and by state statutory and common law for the "Matters Addressed" in
- 8 this Consent Decree, except for actions and claims identified in the Department's
- 9 Reservation of Rights (Section VII).
- 10 d. The "Matters Addressed" in this Consent Decree include: (1) all past
- 11 and future Response Costs and all other damages (with the exception of natural
- 12 resource damages) incurred by or on behalf of DTSC with respect to the Site,
- 13 including DTSC oversight costs; (2) all past and future Response Costs that have
- 14 been and/or may be incurred by or on behalf of any other person, including any
- 15 past, present or future Site owner or operator, with respect to the Site; and (3)
- 16 interest on amounts referred to in subsections (1) and (2).
- 17 e. The protection provided for in this Section IX is conditioned upon
- 18 receipt by the Department of the timely payment required by the Settling
- 19 Defendants pursuant to this Consent Decree.
- 20 f. This section does not prevent the DTSC from enforcing any judgment
- 21 against Dick Dulgarian (deceased) or the Dick Dulgarian Estate against any of his
- 22 or its interests in the DDD Partnership or DDD LLC pursuant to California
- 23 Corporations Code sections 17705.03 or 16504, or other applicable law.
- 24 g. Nothing in this Consent Decree diminishes the right of DTSC under
- 25 CERCLA to pursue any other person for Response Costs incurred by DTSC and to
- 26 enter into settlements that give rise to contribution protection with those persons.
- 27
- 28

1 **X. NOTIFICATION**

2 33. Notification to or communication among the Parties as required or
3 provided for in this Consent Decree shall be addressed as follows:

4 For Plaintiff:

5 Tedd Yargeau, Project Manager
6 Chatsworth Cleanup Program
7 California Department of Toxic Substances Control
8 9211 Oakdale Avenue
9 Chatsworth, CA 91311-6505

10 Vivian Murai, Senior Attorney
11 California Department of Toxic Substances Control
12 Office of Legal Counsel, MS-23A
13 P.O. Box 806
14 Sacramento, CA 95812-0806

15 For Settling Defendants, DDD Partnership and DDD LLC:

16 Mark Yocca
17 The Yocca Law Firm LLP
18 19900 MacArthur Blvd., Suite 650
19 Irvine, CA 92612

20 **XI. GENERAL PROVISIONS**

21 **34. Parties Bound**

22 This Consent Decree shall apply to, be binding upon, and inure to the benefit
23 of the Parties and their representatives, successors, heirs, legatees, and assigns.

24 **35. No Waiver of Enforcement**

25 The failure of the Department to enforce any provision of this Consent
26 Decree shall in no way be deemed a waiver of such provision or in any way affect
27 the validity of this Consent Decree. The failure of the Department to enforce any
28 such provision shall not preclude it from later enforcing the same or any other
provision of this Consent Decree.

1 **36. No Findings**

2 The statements of fact set forth in this Consent Decree are not intended to
3 constitute a finding by the Department as to the risks to human health or the
4 environment that may be posed by contamination at the Site. This Consent Decree
5 does not constitute a representation by the Department that the Site, or any part
6 thereof, is fit for any particular purpose.

7 **37. Governmental Liability**

8 Nothing herein is intended, nor shall be construed, to limit, impair, or
9 prejudice the governmental tort, statutory or sovereign immunities available to the
10 Department under applicable law for its oversight or other activities with respect to
11 the Site.

12 **38. Modification**

13 This Consent Decree may be modified upon written approval of the Parties
14 and with the consent of the Court.

15 **39. Recording**

16 Within thirty (30) calendar days of the Effective Date, Plaintiff shall record a
17 copy of this Consent Decree, including the Exhibits hereto, with the Los Angeles
18 County Recorder with respect to the Site, solely for the purpose of informing future
19 purchasers of the Site, or of any portion of the Site, of the contribution protection
20 and covenants not to sue that are provided by this Consent Decree. The Parties
21 shall cooperate and provide assistance in taking the steps necessary to achieve the
22 recording of this Consent Decree.

23 **40. Integration**

24 This Consent Decree constitutes the final, complete and exclusive agreement
25 and understanding between the Parties with respect to the settlement embodied in
26 this Consent Decree. The Consent Decree may not be amended or supplemented
27 except as provided for in the Consent Decree.

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1 **41. Attorneys' Fees and Costs**

2 Settling Defendants agree to reimburse the Department for all of its costs, and
3 the reasonable fees and costs that the Attorney General bills to the Department,
4 related to the negotiation, approval and entry of this Consent Decree up to the
5 maximum amount stated in paragraph 19, above. This paragraph shall have no
6 effect on the rights of the Department or Settling Defendants to recover such fees or
7 costs from any other party.

8 If the Department brings an action against Settling Defendants to enforce this
9 Consent Decree, and is successful in such action, the Settling Defendants against
10 whom enforcement is sought shall reimburse the Department for all costs of such
11 action, including, but not limited to, attorneys' fees.

12 **42. Counterparts**

13 This Consent Decree may be executed in two or more counterparts, each of
14 which shall be deemed an original, but all of which together shall constitute one and
15 the same instrument.

16 **43. Applicable Law**

17 This Consent Decree is entered into and shall be construed and interpreted in
18 accordance with the laws of the State of California and, where applicable, the laws
19 of the United States.

20 **44. Notice**

21 The Settling Defendants, DDD Partnership and DDD LLC have each hereby
22 appointed the agent(s) identified on their respective signature pages attached to this
23 Consent Decree authorized to receive notices, on behalf of each of them, to receive
24 notice with respect to all matters arising under or relating to this Consent Decree.

25 **45. Lodging and Public Notice**

26 This Consent Decree was lodged with the Court for a period of not less than
27 thirty (30) calendar days. After a public comment period of at least thirty (30)
28 calendar days, the Consent Decree was revised, with the consent of the Parties, and

1 with notice to those who provided comments. These revisions are described in
2 Plaintiff's Motion for Judicial Approval of the Consent Decree.


3 **46. Court Refusal to Enter Consent Decree**

4 If, for any reason, the Court declines to approve this Consent Decree in the
5 form presented, this agreement is voidable at the sole discretion of any Party and
6 the terms of the Consent Decree may not be used as evidence in any litigation
7 between the Parties.

8 **47. Signatories**

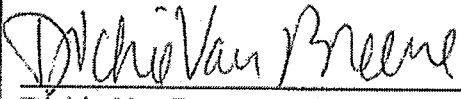
9 Each signatory to this Consent Decree certifies that he or she is fully
10 authorized by the Party he or she represents to enter into the terms and conditions of
11 this Consent Decree, to execute it on behalf of the party represented, and to legally
12 bind that party to all the terms and conditions of this Consent Decree.

13
14 DUKE DULGARIAN consents to this Consent Decree as follows:

15
16  Date 4-5-14

17 Duke Dulgarian, an individual, a general
18 partner of DDD & Associates, a California
19 general partnership and Manager and
20 Member of DDD & Associates, LLC,
a California limited liability company

21 DICKIE VAN BREENE consents to this Consent Decree as follows:

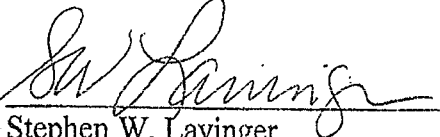
22
23  Date 4-5-14

24 Dickie Van Breene, an individual, (FKA
25 Dickie Dulgarian) and, a general partner
26 of DDD & Associates, a California
27 general partnership, and as Manager and
28 Member of DDD & Associates, LLC,
a California limited liability company

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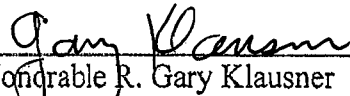
Plaintiff consents to this Consent Decree by its duly authorized representative as follows:

FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

 Date 4/7/2014
Stephen W. Lavinger
Chatsworth Cleanup Program
Brownfields and Environmental Restoration Program

SO ORDERED, SIGNED and ENTERED THIS 20th DAY
OF MAY, 2014.

Dated: MAY 20 2014, 2014


The Honorable R. Gary Klausner
United States District Court Judge