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KAMALA D. HARRIS
Attorney General of California
SARAH E. MORRISON
Supervising Deputy Attorney General
OLIVIA W. KARLIN (State Bar No. 150432)
Deputy Attorney General
300 South Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: (213) 897-0473
Fax: (213) 897-2802
E-mail: Olivia.Karlin@doj.ca.gov
Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

**STATE OF CALIFORNIA
DEPARTMENT OF TOXIC
SUBSTANCES CONTROL,**

Plaintiff,

v.

**STANDARD NICKEL-CHROMIUM
PLATING COMPANY, a California
corporation, et. al,**

Defendants.

Case No.: CV13-03600 RGK (AJWx)
~~[PROPOSED]~~ CONSENT DECREE
BETWEEN PLAINTIFF AND
DEFENDANTS GEORGE
DULGARIAN, DOUGLAS
DULGARIAN AND DEAN
DULGARIAN

Judge: **The Honorable
R. Gary Klausner**

INTRODUCTION

1. Plaintiff the State of California Department of Toxic Substances Control ("Plaintiff" or the "Department" or "DTSC") filed a Complaint in this matter pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., against several parties, including Defendant George Dulgarian, Defendant Douglas Dulgarian, and Dean Dulgarian each in their individual capacities.¹ Through its Complaint, Plaintiff

¹ George Dulgarian, Douglas Dulgarian and Dean Dulgarian are sometimes collectively referred to herein as "Settling Defendants." Plaintiff and Settling Defendants are sometimes collectively (continued...)

[PROPOSED] CONSENT DECREE BETWEEN PLAINTIFF AND
GEORGE, DOUGLAS AND DEAN DULGARIAN

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

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

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

17 b. Settling Defendants co-owned a portion of the Site. Settling
18 Defendants co-owned the property located at 825 East 62nd Street, Los Angeles,
19 California from approximately 1993 to the present, and co-owned 826 East 62nd
20 Street from approximately 1989 to the present. Plating operations were conducted
21 on the Site during this time. DTSC contends, but Settling Defendants dispute, that
22 hazardous substances were released into the environment from the properties
23 located at 825 East 62nd Street and 826 East 62nd Street as a result of plating
24 operations on the Site.

25 ///

26 (..., continued)

27 referred to herein as "Parties." (See, *infra*, Section III.)

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

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

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

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

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

25 g. The Department has incurred Response Costs conducting and
26 overseeing response actions related to the release and/or threatened release of
27 hazardous substances at or from the Site, including contamination of the soil, soil
28 vapor and groundwater. These response actions include, but are not limited to:

1 issuing orders to potentially responsible parties requiring response actions at and
2 around the Site; reviewing sampling and analysis of environmental media;
3 performing inspections and preparing reports; reviewing work plans for
4 investigation and remediation; conducting Site visits and overseeing field work;
5 holding public meetings; meeting with potentially responsible parties; and
6 complying with the requirements of the California Environmental Quality Act.
7 Response Costs incurred by Plaintiff remain unpaid.

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

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

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

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

22 **I. JURISDICTION**

23 1. The Court has subject matter jurisdiction over the matters alleged in
24 this action pursuant to 28 U.S.C. § 1331 and CERCLA and personal jurisdiction
25 over each of the Parties. Venue is appropriate in this district pursuant to 28 U.S.C.
26 § 1391(b) and CERCLA. Solely for the purposes of this Consent Decree and the
27 underlying Complaint, Settling Defendants waive all objections and defenses that
28 Settling Defendants may have to the jurisdiction of the Court or to venue in this

1 district. Settling Defendants shall not challenge the terms of this Consent Decree
2 or this Court's jurisdiction to enter and enforce this Consent Decree.

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

5 II. SETTLEMENT OF DISPUTED CLAIMS

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

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

17 5. Upon approval and entry of this Consent Decree by the Court, this
18 Consent Decree shall constitute a final judgment between and among the Parties.

19 III. DEFINITIONS

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

24 7. "The Department" or "DTSC" or "Plaintiff" shall mean the State of
25 California Department of Toxic Substances Control, and its predecessors and
26 successors. The Department is a public agency of the State of California
27 organized and existing under and pursuant to California Health and Safety Code §
28 58000 et seq. Under California law, the Department is the state agency

1 responsible for determining whether there has been a release and/or threatened
2 release of hazardous substances into the environment, and for determining the
3 actions to be taken in response thereto.

4 8. "Effective Date" shall mean the date the Court enters an Order
5 approving this Consent Decree.

6 9. "Parties" shall mean Plaintiff, George Dulgarian, Douglas Dulgarian
7 and Dean Dulgarian, collectively.

8 10. "Party" shall mean Plaintiff, George Dulgarian, Douglas Dulgarian or
9 Dean Dulgarian, individually.

10 11. "Response Costs" shall mean all costs of "removal," "remedial
11 action," or "response" as those terms are defined by CERCLA § 101, 42 U.S.C. §
12 9601, related to the release and/or threatened release of hazardous substances at or
13 from the Site, including the soil and groundwater.

14 12. "Settling Defendants" shall mean George Dulgarian, Douglas
15 Dulgarian and Dean Dulgarian collectively. However, as specified in Paragraph
16 14, below, the obligations of Settling Defendants outlined in this Consent Decree
17 are joint and several.

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

23 **IV. SETTLING DEFENDANTS' OBLIGATIONS**

24 14. The obligations of Settling Defendants under this Consent Decree are
25 joint and several.

26 15. Settling Defendants shall collectively pay to Plaintiff the total sum of
27 nine hundred fifty thousand dollars (\$950,000) to DTSC. Settling Defendants
28 shall pay DTSC the sum of \$950,000 as follows:

1 a. Within thirty (30) calendar days of the Effective Date of this Consent
2 Decree, Settling Defendants shall pay DTSC the first payment in the sum of five
3 hundred thousand dollars (\$500,000).

4 b. Within 210 days of the Effective Date of this Consent Decree,
5 Settling Defendants shall pay DTSC the second payment in the sum of seventy-
6 five thousand dollars (\$75,000).

7 c. Within 390 days of the Effective Date of this Consent Decree,
8 Settling Defendants shall pay DTSC the third payment in the sum of seventy-five
9 thousand dollars (\$75,000).

10 d. Within 570 days of the Effective Date of this Consent Decree,
11 Settling Defendants shall pay DTSC the fourth payment in the sum of seventy-five
12 thousand dollars (\$75,000).

13 e. Within 750 days of the Effective Date of this Consent Decree,
14 Settling Defendants shall pay DTSC the fifth payment in the sum of seventy-five
15 thousand dollars (\$75,000).

16 f. Within 930 days of the Effective Date of this Consent Decree,
17 Settling Defendants shall pay DTSC the sixth payment in the sum of seventy-five
18 thousand dollars (\$75,000).

19 g. Within 1080 days of the Effective Date of this Consent Decree,
20 Settling Defendants shall pay DTSC the seventh and final payment in the sum of
21 seventy-five thousand dollars (\$75,000).

22 h. If Settling Defendants fail to make any of the above installment
23 payments in full within thirty (30) days of its due date, then the Department at its
24 option may declare the entire balance of the outstanding costs to be due and
25 owing.

26 i. Every payment required under this Consent Decree shall be made in
27 accordance with the instructions provided in paragraph 16.

28 ///

1 j. Settling Defendants may pay any remaining balance early without
2 penalty.

3 k. If any Settling Defendant fails to make any payment timely as
4 provided herein, Settling Defendants agree to pay interest thereon at the rate
5 established pursuant to Health and Safety Code § 25360.1.

6 16. The payments specified in Paragraph 15 above, shall be made by
7 certified or cashier's check made payable to Cashier, California Department of
8 Toxic Substances Control, and shall bear on its face both the DTSC Site Code
9 (300683) and also the phrase, "Standard Nickel Chromium Site."

10 a. The payment shall be sent to:
11 Cashier
12 Accounting Office, MS-21A
13 Department of Toxic Substances Control
14 P.O. Box 806
15 Sacramento, CA 95812-0806

16 A copy of the check shall be mailed to:

17 Vivian Murai, Senior Attorney
18 California Department of Toxic Substances Control
19 Office of Legal Counsel, MS-23A
20 P.O. Box 806
21 Sacramento, CA 95812-0806

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

23 V. ACCESS TO INFORMATION

24 17. By no later than thirty (30) calendar days of the Effective Date,
25 Settling Defendants shall have provided to Plaintiff copies of any and all records,
26 documents, and information within their possession or control, or that of their
27 agents, relating to: (a) the ownership, operation or control of the Site; (b) the
28 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.

1 18. If after the Effective Date, Settling Defendants obtain any records,
2 documents or information described in Paragraph 17 not previously provided to
3 Plaintiff, Settling Defendants agree to provide Plaintiff with copies of the
4 additional records, documents or information within ten calendar days of the date
5 Settling Defendants obtained the records, documents or information.

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

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

18 20. Except as expressly provided in Section VII (Reservation of Rights)
19 of this Consent Decree, Plaintiff covenants not to sue Settling Defendants pursuant
20 to CERCLA, the California Hazardous Substances Account Act ("HSAA"),
21 California Health and Safety Code § 25300 et seq., or any other statute, regulation,
22 or common law theory to: (a) recover Plaintiff's Response Costs and all other
23 damages (with the exception of natural resource damages) related to the Site; or
24 (b) require Settling Defendants to conduct response actions, including removal or
25 remedial actions, related to the release and/or threatened release of hazardous
26 substances at or from the Site, including the soil and groundwater. This Covenant
27 Not to Sue is conditioned upon the complete and satisfactory performance by
28 Settling Defendants of all their obligations under this Consent Decree. However,

1 this Covenant not to Sue shall be revoked and deemed not effective if Settling
2 Defendants fail to make any of the payments as required by Paragraph 15 of this
3 Consent Decree.

4 **VII. RESERVATION OF RIGHTS**

5 **21. Obligations Under This Decree**

6 In the event Plaintiff initiates any legal proceedings against Settling
7 Defendants for non-compliance with this Consent Decree, Settling Defendants
8 shall not contest their obligation to fully comply with this Consent Decree.
9 However, in such proceedings, Settling Defendants may raise any and all defenses
10 that Settling Defendants deem to be relevant to the issue of whether or not they
11 have complied with the terms of the Consent Decree.

12 **22. Claims Regarding Other Sites**

13 Nothing in this Consent Decree is intended or shall be construed to limit the
14 rights of any Party with respect to claims arising out of or relating to the deposit,
15 release, or disposal of hazardous substances at any location other than the Site
16 subject to this Consent Decree. This subsection, however, shall not limit the
17 covenants not to sue and releases in this Consent Decree that apply to claims
18 arising from the spread or passive migration of hazardous substances from the
19 Site.

20 **23. Claims Against Other Persons and Entities**

21 Nothing in this Consent Decree shall constitute or be construed as a release
22 or covenant not to sue regarding any claim or cause of action against any person
23 (as defined in CERCLA § 101(21), 42 U.S.C. § 9601(21), who is not a signatory
24 to this Consent Decree, for any liability he, she or it may have arising out of or
25 relating to the Site. The legal and equitable rights retained include, but are not
26 limited to: (i) the Department's right to compel any person who is not a signatory
27 to the Consent Decree to conduct response actions for hazardous substance
28 contamination at or from the Site; and (ii) the rights of the Parties to seek

1 reimbursement and/or other relief from any person who is not a signatory to this
2 Consent Decree for Response Costs incurred as a result of such contamination.
3 Except as provided in Section XI.A (Parties Bound), nothing in this Consent
4 Decree shall be construed to create any rights in, or grant any cause of action to,
5 any person not a party to this Consent Decree.

6 **24. Reservation of Claims**

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

- 9 a. Failure of Settling Defendants to meet the requirements of this
10 Consent Decree;
- 11 b. Damage to natural resources, as defined in CERCLA § 101(6), 42
12 U.S.C. § 9601(6), including all costs incurred by any natural resources trustees;
- 13 c. Settling Defendants' introduction of any hazardous substance,
14 pollutant, or contaminant to the Site after the Effective Date;
- 15 d. Overt acts by Settling Defendants after the Effective Date that cause
16 the exacerbation of the hazardous substance conditions existing at or from the
17 Site;
- 18 e. Claims based on liability arising from the past, present, or future
19 disposal of hazardous substances at sites or locations other than the Site. This
20 subsection (e), however, shall not limit the covenants not to sue in this Consent
21 Decree that apply to claims arising from the passive migration of hazardous
22 substances from the Site; and
- 23 f. Claims based on criminal liability. At present, however, Plaintiff has
24 no pending criminal claim or investigation, nor is it aware of any facts that would
25 give rise to a criminal investigation, against any Settling Defendants.

26 **25. Other Rights Reserved**

27 Except as expressly provided in the Consent Decree, nothing in the Consent
28 Decree is intended nor shall it be construed to preclude the Department from

1 exercising its authority under any law, statute or regulation including, but not
2 limited to, taking action in the future to require the owner of the Site to record an
3 Environmental Restrictions Covenant. Furthermore, nothing in the Consent
4 Decree is intended, nor shall it be construed, to preclude any other state agency,
5 department, board or entity or any federal entity from exercising its authority
6 under any law, statute or regulation.

7 **26. Plaintiff's Further Reservation**

8 Notwithstanding any other provision in the Consent Decree, Plaintiff
9 reserves the right to institute proceedings in this action or in a new action, seeking
10 to compel Settling Defendants, or any of them, to perform additional response
11 actions at the Site and/or to reimburse Plaintiff for additional Response Costs if:

12 a. Information previously unknown to the Department, which indicates
13 that the information provided by Settling Defendants regarding their involvement
14 at the Site is false, or in a material respect, inaccurate, is received by the
15 Department after the Effective Date; or

16 b. Conditions previously unknown to Plaintiff, for which Settling
17 Defendants or any of them, is liable under any statute or law, are discovered at the
18 Site after the Effective Date, and these previously unknown conditions indicate a
19 release and/or threat of release of hazardous substances into the environment.

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

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

1 **IX. CONTRIBUTION PROTECTION**

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

5 a. This Consent Decree constitutes a judicially approved settlement
6 within the meaning of CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2).

7 b. This Consent Decree requires that Settling Defendants pay certain
8 costs with respect to their liability at the Site.

9 c. Settling Defendants are entitled to the contribution protection
10 provided by CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2), and by state statutory
11 and common law for the "Matters Addressed" in this Consent Decree, except for
12 actions and claims identified in the Department's Reservation of Rights (Section
13 VII).

14 d. The "Matters Addressed" in this Consent Decree include: (1) all past
15 and future Response Costs and all other damages (with the exception of natural
16 resource damages) incurred by or on behalf of DTSC with respect to the Site,
17 including DTSC oversight costs; (2) all past and future Response Costs that have
18 been and/or may be incurred by or on behalf of any other person, including any
19 past, present or future Site owner or operator, with respect to the Site; and (3)
20 interest on amounts referred to in subsections (1) and (2).

21 e. The protection provided for in this Section IX is conditioned upon
22 receipt by the Department of the timely payment required by the Settling
23 Defendants pursuant to this Consent Decree.

24 f. 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 ///

X. NOTIFICATION

1
2 29. Notification to or communication among the Parties as required or
3 provided for in this Consent Decree shall be addressed as follows:

4
5 For Plaintiff:

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

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

16 For Settling Defendants:

17 Sean M. Sherlock
18 Snell & Wilmer L.L.P.
19 600 Anton Boulevard, Suite 1400
20 Costa Mesa, CA 92626

XI. GENERAL PROVISIONS

21 30. **Parties Bound**

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

25 31. **No Waiver of Enforcement**

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

32. **No Findings**

The statements of fact set forth in this Consent Decree are not intended to

1 constitute a finding by the Department as to the risks to human health or the
2 environment that may be posed by contamination at the Site. This Consent Decree
3 does not constitute a representation by the Department that the Site, or any part
4 thereof, is fit for any particular purpose.

5 **33. Governmental Liability.**

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

10 **34. Modification**

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

13 **35. Recording**

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

21 **36. Integration**

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

26 **37. Attorneys' Fees and Costs**

27 Settling Defendants agree to reimburse the Department for all of its costs,
28 and the reasonable fees and costs that the Attorney General bills to the

1 Department, related to the negotiation, approval and entry of this Consent Decree,
2 the total amount not to exceed twenty thousand dollars (\$20,000). This paragraph
3 shall have no effect on the rights of the Department or Settling Defendants to
4 recover such fees or costs from any other party.

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

9 **38. Counterparts**

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

13 **39. Applicable Law**

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

17 **40. Notice**

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

22 **41. Lodging and Public Notice**

23 A substantially similar Consent Decree was lodged with the Court for a
24 period of not less than thirty (30) calendar days. After a public comment period of
25 at least thirty (30) calendar days, that Consent Decree was revised, with the
26 consent of the Parties, and with notice to the other defendants in this action.
27 These revisions are described in Plaintiff's Motion for Judicial Approval of the
28 Consent Decree. No public comment was received. This [Proposed] Consent

1 Decree supersedes the prior version that was executed by the Parties and lodged
2 with the Court on April 14, 2014.

3 42. 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 43. 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
11 of this Consent Decree, to execute it on behalf of the party represented, and to
12 legally bind that party to all the terms and conditions of this Consent Decree.

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

15
16 George Dulgarian Date 6-12-14
17 George Dulgarian

18
19 DOUGLAS DULGARIAN consents to this Consent Decree as follows:

20
21 Douglas Dulgarian Date 6/12/14
22 Douglas Dulgarian

23
24 DEAN DULGARIAN consents to this Consent Decree as follows:

25
26 Dean Dulgarian Date 6/12/14
27 Dean Dulgarian

28 //

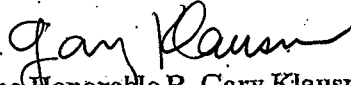
1 Plaintiff consents to this Consent Decree by its duly authorized representative as follows:

2 FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

3  Date 6/24/2014
4 Stephen W. Lavinger
5 Chatsworth Cleanup Program
6 Brownfields and Environmental Restoration Program

7 SO ORDERED, SIGNED and ENTERED THIS 4TH DAY OF
8 AUGUST, 2014.

9 Dated: AUG 4 2014, 2014


10 The Honorable R. Gary Klausner
11 United States District Court Judge

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