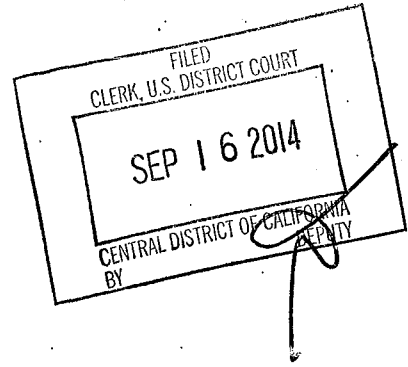


1 KAMALA D. HARRIS
 Attorney General of California
 2 SARAH E. MORRISON
 Supervising Deputy Attorney General
 OLIVIA W. KARLIN (State Bar No. 150432)
 3 Deputy Attorney General
 300 South Spring Street, Suite 1702
 4 Los Angeles, CA 90013
 Telephone: (213) 897-0473
 5 Fax: (213) 897-2802
 E-mail: Olivia.Karlin@doj.ca.gov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



7
 8 IN THE UNITED STATES DISTRICT COURT
 9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 10
 11

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

Case No.: CV13-03600 RGK (AJWx)
 [PROPOSED] CONSENT DECREE
 BETWEEN PLAINTIFF AND
 DEFENDANT ESTATE OF HAIG
 DULGARIAN AND DOUGLAS
 DULGARIAN AS EXECUTOR FOR
 THE ESTATE OF HAIG
 DULGARIAN
 Judge: **The Honorable**
R. Gary Klausner

20 **INTRODUCTION**

21 1. Plaintiff the State of California Department of Toxic Substances
 22 Control ("Plaintiff" or the "Department") filed a Complaint in this matter pursuant
 23 to the Comprehensive Environmental Response, Compensation, and Liability Act
 24 ("CERCLA"), 42 U.S.C. § 9601 et seq., against several parties, including
 25 Defendant Estate of Haig Dulgarian and Defendant Douglas Dulgarian as the
 26 Executor for the Estate of Haig Dulgarian.¹ Through its Complaint, Plaintiff seeks

27 ¹ Defendant Estate of Haig Dulgarian, Defendant Douglas Dulgarian as the Executor for
 28 the Estate of Haig Dulgarian, and Douglas Dulgarian as the Trustee of the Survivor's Trust
 (continued...)

1 [PROPOSED] CONSENT DECREE BETWEEN PLAINTIFF AND
 THE ESTATE OF HAIG DULGARIAN

1 the recovery of past "Response Costs"² incurred by Plaintiff in responding to
2 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 metal plating facility, called "Dulgarian
12 Sons Standard Plating Company," was established by certain members of the
13 Dulgarian family on property at the Site. The facility operations included plating
14 the chromium plating of pipes for the oil industry. The business was later
15 incorporated in 1946 under the name Standard Nickel-Chromium Plating
16 Company.

17 b. Haig Dulgarian co-owned the following portions of the Site during
18 the following time periods: 811 E. 62nd Street from 1961 to 1988; 817/819 E. 62nd
19 Street from 1960 to 1988; 825 E. 62nd Street from 1984 to 1988 and from 1993 to
20 the present; and 826 E. 62nd Street from 1988 to the present. Plating operations
21 were conducted on the Site during this time. The Department contends, but
22 Settling Defendants dispute, that hazardous substances were released into the
23 environment as a result of plating operations on the Site.

24 c. In June of 1997, the Department conducted a site screening for the

25 (...continued)

26 created under the Dulgarian Family Trust dated September 29, 1992 are sometimes collectively
27 referred to herein as "Settling Defendants." Plaintiff and Settling Defendants are sometimes
28 collectively referred to herein as "Parties." (See, *infra*, Section III.)

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

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

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

17 e. None of the potentially responsible parties named in either the ISE
18 Order in the Amendment, including the Estate of Haig Dulgarian, initiated or
19 completed the investigation and remediation of releases and/or threatened releases
20 of hazardous substances at or from the Site as required by the ISE Order and
21 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 5. 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 6. 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 7. This Consent Decree resolves Settling Defendants' alleged liability in
7 connection with the release and/or threatened release of hazardous substances at or
8 from the Site under CERCLA § 107, 42 U.S.C. § 9607, in exchange for payment
9 by Settling Defendants to reimburse a portion of Plaintiff's Response Costs
10 incurred and to be incurred at or in connection with the Site.

11 8. 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 9. 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 10. 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 11. "The Department" or "Plaintiff" shall mean the State of California.
25 Department of Toxic Substances Control, and its predecessors and successors.
26 The Department is a public agency of the State of California organized and
27 existing under and pursuant to California Health and Safety Code § 58000 et seq.
28 Under California law, the Department is the state agency responsible for

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

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

6 13. "Parties" shall mean Plaintiff, the Estate of Haig Dulgarian, Douglas
7 Dulgarian as Executor for the Estate of Haig Dulgarian, and Douglas Dulgarian, as
8 Trustee of the Survivor's Trust created under the Dulgarian Family Trust dated
9 September 29, 1992 (the "Haig Survivor's Trust"), collectively.

10 14. "Party" shall mean Plaintiff, the Estate of Haig Dulgarian, Douglas
11 Dulgarian, as Executor for the Estate of Haig Dulgarian, or Douglas Dulgarian, as
12 Trustee of the Haig Survivor's Trust, individually.

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

17 16. "Settling Defendants" shall mean the Estate of Haig Dulgarian and
18 Douglas Dulgarian as Executor for the Estate of Haig Dulgarian, and Douglas
19 Dulgarian, as Trustee of the Haig Survivor's Trust, collectively. However, as
20 specified in Paragraph 18, below, the obligations of Settling Defendants outlined
21 in this Consent Decree are joint and several.

22 17. The "Site" shall mean the properties located at 811, 817/819, 825,
23 and 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.

27 **IV. SETTLING DEFENDANTS' OBLIGATIONS**

28 18. The obligations of Settling Defendants under this Consent Decree are

1 joint and several.

2 19. Settling Defendants shall collectively pay to Plaintiff one million two
3 hundred thousand dollars (\$1,200,000.00) within thirty (30) calendar days of the
4 Effective Date of this Consent Decree. This payment shall be credited to the
5 Department's Standard Nickel Site specific special subaccount established
6 pursuant to California Health and Safety Code section 25330.4.

7 20. The payment specified in Paragraph 19 above, shall be made by
8 certified or cashier's check made payable to Cashier, California Department of
9 Toxic Substances Control, and shall bear on its face the phrase, "Standard Nickel
10 Chromium 294 Account."

11 a. The payment shall be sent to:

12 Cashier
13 Accounting Office, MS-21A
14 Department of Toxic Substances Control
15 P.O. Box 806
16 Sacramento, CA 95812-0806

17 b. A copy of the check shall be mailed to:

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

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

24

25 V. ACCESS TO INFORMATION

26 21. By no later than thirty (30) calendar days of the Effective Date,
27 Settling Defendants shall have provided to the Department copies of any and all
28 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

1 groundwater; and (d) removal, remedial or response actions conducted by any
2 person at the Site.

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

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

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

20 24. Except as expressly provided in Section VII (Reservation of Rights)
21 of this Consent Decree, Plaintiff covenants not to sue Settling Defendants,
22 pursuant to CERCLA, the California Hazardous Substances Account Act
23 (“HSAA”), California Health and Safety Code § 25300 et seq., or any other
24 statute, regulation, or common law theory to: (a) recover Plaintiff’s Response
25 Costs and all other damages (with the exception of natural resource damages)
26 related to the Site; or (b) require Settling Defendants to conduct response actions,
27 including removal or remedial actions, related to the release and/or threatened
28 release of hazardous substances at or from the Site, including the soil and

1 groundwater. This Covenant Not to Sue is conditioned upon the complete and
2 satisfactory performance by Settling Defendants of all their obligations under this
3 Consent Decree. However, this Covenant Not to Sue shall be revoked and
4 deemed not effective if Settling Defendants fail to make the payment required by
5 Paragraph 19 of this Consent Decree.

6 **VII. RESERVATION OF RIGHTS**

7 **25. Obligations Under This Decree**

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

14 **26. Claims Regarding Other Sites**

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

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

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

1 to the Consent Decree to conduct response actions for hazardous substance
2 contamination at or from the Site; and (ii) the rights of the Parties to seek
3 reimbursement and/or other relief from any person who is not a signatory to this
4 Consent Decree for Response Costs incurred as a result of such contamination.
5 Except as provided in Paragraph 34 (Parties Bound), nothing in this Consent
6 Decree shall be construed to create any rights in, or grant any cause of action to,
7 any person not a party to this Consent Decree.

8 **28. Reservation of Claims**

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

11 a. Failure of Settling Defendants to meet the requirements of this
12 Consent Decree;

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

15 c. Settling Defendants' introduction of any hazardous substance,
16 pollutant, or contaminant to the Site after the Effective Date;

17 d. Overt acts by Settling Defendants after the Effective Date that cause
18 the exacerbation of the hazardous substance conditions existing at or from the
19 Site;

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

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

28 //

1 **29. Other Rights Reserved**

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

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

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

15 a. After the Effective Date of the Consent Decree, the Department
16 receives information previously unknown to the Department, indicating that the
17 information provided by Settling Defendants regarding their involvement at the
18 Site and upon which the Department relied upon in entering into the Consent
19 Decree is false, or in any material respect, inaccurate.

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

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

25 31. Settling Defendants covenant not to sue and agree not to assert any
26 claims or causes of action against Plaintiff or its contractors or employees that
27 arise out of the transaction or occurrence that is the subject matter of Plaintiff's
28 Complaint or for any injuries, losses, costs, or damages caused or incurred as a

1 result of the performances or requirements of this Consent Decree or the
2 Department's response actions at the Site. The Settling Defendants reserve the
3 right to take action to compel the Plaintiff to comply with the terms of this
4 Consent Decree.

5 IX. CONTRIBUTION PROTECTION

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

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

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

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

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

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

28 f. Nothing in this Consent Decree diminishes the right of the

1 Department under CERCLA to pursue any other person for Response Costs
2 incurred by the Department and to enter into settlements that give rise to
3 contribution protection with those persons.

4 X. NOTIFICATION

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

7
8 For Plaintiff:

9 Tedd Yargeau, Project Manager
10 Chatsworth Cleanup Program
11 California Department of Toxic Substances Control
12 9211 Oakdale Avenue
13 Chatsworth, CA 91311-6505

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

19 For Settling Defendants:

20 Douglas Dulgarian, Executor and Trustee
21 c/o Sean M. Sherlock
22 Snell & Wilmer L.L.P.
23 600 Anton Boulevard, Suite 1400
24 Costa Mesa, CA 92626

25 XI. GENERAL PROVISIONS

26 34. Parties Bound

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

35. No Waiver of Enforcement

The failure of the Department to enforce any provision of this Consent
Decree shall in no way be deemed a waiver of such provision or in any way affect
the validity of this Consent Decree. The failure of the Department to enforce any

1 such provision shall not preclude it from later enforcing the same or any other
2 provision of this Consent Decree.

3 **36. No Findings**

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

9 **37. Governmental Liability**

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

14 **38. Modification**

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

17 **39. Recording**

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

25 **40. Integration**

26 This Consent Decree constitutes the final, complete and exclusive
27 agreement and understanding between the Parties with respect to the settlement
28 embodied in this Consent Decree. The Consent Decree may not be amended or

1 supplemented except as provided for in the Consent Decree.

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

3 Settling Defendants agree to reimburse the Department for all of its costs,
4 and the reasonable fees and costs that the Attorney General bills to the
5 Department, related to the negotiation, approval and entry of this Consent Decree,
6 the total amount not to exceed twenty thousand dollars (\$20,000). The payment
7 specified in this paragraph, shall be made in accordance with Paragraph 20 above,
8 except that it shall instead bear on its face the phrase, "Site Code 300683/308401."
9 This paragraph shall have no effect on the rights of the Department or Settling
10 Defendants to recover such fees or costs from any other party.

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

15 **42. Counterparts**

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

19 **43. Applicable Law**

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

23 **44. Notice**

24 The Settling Defendants have each hereby appointed and authorized the
25 agent(s) identified on their signature page and Section X to this Consent Decree to
26 receive notices, on behalf of each of them, with respect to all matters arising under
27 or relating to this Consent Decree.

28 **45. Lodging and Public Notice**

1 This Consent Decree shall be lodged with the Court for a period of not less
2 than thirty (30) calendar days. The Consent Decree also is subject to a public
3 comment period of not less than thirty (30) calendar days. The Department may
4 modify or withdraw its consent to this Consent Decree if comments received
5 during the public comment period disclose facts or considerations that indicate
6 that this Consent Decree is inappropriate, improper or inadequate. Settling
7 Defendants consent to the entry of this Consent Decree without further notice.

8 **46. Probate Court Approval**

9 This Consent Decree is conditioned upon approval by the Orange County
10 Superior Court - Probate Division ("Probate Court"). Within 15 days of the
11 lodging of this Consent Decree, Settling Defendants will petition the Probate
12 Court for approval of the Consent Decree. The Consent Decree will not be
13 effective or binding on any Party until and unless Probate Court approval of the
14 Consent Decree is approved. If, for any reason, the Probate Court fails to approve
15 the Consent Decree, then the Consent Decree will be void and unenforceable and
16 may not be used as evidence in any litigation between the parties.

17 **47. Court Refusal to Enter Consent Decree**

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

22 **48. Signatories**

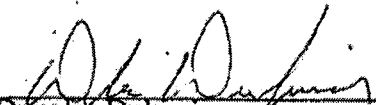
23 Each signatory to this Consent Decree certifies that he or she is fully
24 authorized by the Party he or she represents to enter into the terms and conditions
25 of this Consent Decree, to execute it on behalf of the party represented, and to
26 legally bind that party to all the terms and conditions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

27 //


28 //

1 The Settling Defendants consent to this Consent Decree by its duly authorized
2 representative as follows:

3
4 FOR THE ESTATE OF HAIG DULGARIAN AND DOUGLAS DULGARIAN
5 AS THE EXECUTOR FOR THE ESTATE OF HAIG DULGARIAN:


6  Date 5/28/14
7 Douglas Dulgarian
8 Executor for the Estate of Haig Dulgarian

9
10 FOR THE SURVIVOR'S TRUST CREATED UNDER THE DULGARIAN
11 FAMILY TRUST DATED SEPTEMBER 29, 1992:

12  Date 5/28/14
13 Douglas Dulgarian
14 Trustee for the Survivor's Trust Created Under the Dulgarian Family Trust Dated
15 September 29, 1992

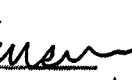
16 Plaintiff consents to this Consent Decree by its duly authorized representative as
17 follows:

18 FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

19  Date 5/28/14
20 Stephen W. Lavinger
21 Chatsworth Cleanup Program
22 Brownfields and Environmental Restoration Program

23 IT IS SO ORDERED, ADJUDGED, AND DECREED.

24 Dated: SEP 16 2014, 2014

25 
26 The Honorable R. Gary Klausner
27 United States District Court Judge

28